

SOLICITATION/CONTRACT BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Initials & Control #: RDS/012997				REQUISITION NUMBER N66604-1066-A12B		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE 1 OF 54	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. SOLICITATION NUMBER N66604-01-R-2997		5. SOLICITATION TYPE SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP) <input checked="" type="checkbox"/>		6. SOLICITATION ISSUE DATE 2001 JUNE 11			
7. ISSUED BY Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 591 , Simonpietri Drive Newport, RI 02841-1708 SMITHRD@npt.nuwc.navy.mil				CODE N66604		8. THIS ACQUISITION IS <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS </div> <div> <input type="checkbox"/> LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> OTHER: </div> </div> <p style="text-align: center;">POTENTIAL 8(a) AWARD, SEE M16-27X</p> <div style="display: flex; justify-content: space-between;"> <div>NAICS CODE 541330</div> <div>SIZE STANDARD \$20M</div> </div>					
9. SOLICITATION: SEALED OFFERS IN ORIGINAL AND <u>2</u> COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 4:00 P.M. (LOCAL TIME ZONE) ON 2001 JULY 19 . LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. <u>SEE PROVISION L1 or L2 FOR SPECIFIC INSTRUCTIONS.</u>											
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input checked="" type="checkbox"/> SERVICES MANAGEMENT SUPPORT SERVICES											
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.						12. ADMINISTERED BY _____ CODE _____					
13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____						PAS# _____ SCD _____					
TELEPHONE NO. _____ DUNS NO. _____ <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						14. PAYMENT WILL BE MADE BY _____ CODE _____ SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: 14					
15. PROMPT PAY DISCOUNT						16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304 (C) <input type="checkbox"/> 41 U.S.C. 253 (C) <input type="checkbox"/>					
17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES					19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT		
	(SEE PAGE 2)										
23. ACCOUNTING AND APPROPRIATION DATA										24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)	
25. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						26. <input type="checkbox"/> AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL ITEMS					
27. SIGNATURE OF OFFEROR/CONTRACTOR						28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
NAME AND TITLE OF SIGNER (TYPE OR PRINT)				DATE SIGNED		NAME OF CONTRACTING OFFICER				DATE SIGNED	

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER (Specify)		
	WE DO		WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED
NAME AND ADDRESS OF FIRM (Include Zip Code)			SIGNATURE
			TYPE OR PRINT NAME AND TITLE OF SIGNER

FROM:

AFFIX STAMP HERE

TO: Commercial Acquisition Department, Building 11

Naval Undersea Warfare Center Division, Newport

Code 591, Simonpietri Drive

Newport, RI 02841-1708

SOLICITATION NO. N66604-01-R-2997

DATE AND LOCAL TIME 2001 JUL 19, 2:00 PM (EST)

SPECIAL NOTICE (APR 2001)

The Naval Undersea Warfare Center Division, Newport has implemented the Electronic Cost Reporting and Financial Tracking (eCRAFT) System. Note clauses C16, COST AND PERFORMANCE REPORTING (APR 2001) and G1, SUBMISSION OF INVOICES -- ECRAFT (APR 2001).

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS**B18X SUPPLIES/SERVICES AND PRICES – IDIQ WITH AWARD TERM PROVISIONS**

(a) This is an indefinite delivery - indefinite quantity contract with cost plus fixed fee provisions. Individual Task Orders (TOs) under this contract will be issued on either a term or completion form basis.

(b) The Contractor shall, in accordance with TOs issued by the ordering officer, perform work assignments within the parameters of the Statement of Work.

(c) The services and material to be ordered hereunder shall be reimbursed in accordance with the provisions of the clauses herein entitled, Allowable Cost and Payment (FAR 52.216-7) and Fixed Fee (FAR 52.216-8), the terms of which are construed to apply, on an individual basis, to each TO issued. For the purpose of establishing the fixed fee for each TO issued under this contract, refer to the clause in this section entitled, Payment of Fixed Fee.

This contract will consist of up to a two (2) year Base Period, followed by three (3) one year Options, followed by three (3) one year Award Terms. It is possible that the total Period of Performance for this contract could reach eight (8) years.

0001	<u>Base Period:</u> Contract Effective Date to 30 August 2003. SERVICES per the Statement of Work (SOW), Attachment #1, for the Level of Effort in Clause B33. (Note: Depending upon when this contract is awarded, the actual period of performance of this CLIN may be less than one year.)	1	LO	
		Estimated Cost:	\$	*
		Fixed Fee:	\$	*
		Total CPFF:	\$	*
0002	DATA per Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423, per the Task Orders issued hereunder.	1	LO	NSP
0003	<u>First Option Period:</u> 1 Sept. 2003 to 30 Aug. 2004. SERVICES per the Statement of Work (SOW), Attachment #1, for the Level of Effort in Clause B33.	1	LO	
		Estimated Cost:	\$	*
		Fixed Fee:	\$	*
		Total CPFF:	\$	*
0004	DATA per Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423, per the Task Orders issued hereunder.	1	LO	NSP
0005	<u>Second Option Period:</u> 1 Sept. 2004 to 30 Aug. 2005. SERVICES per the Statement of Work (SOW), Attachment #1, for the Level of Effort in Clause B33.	1	LO	
		Estimated Cost:	\$	*
		Fixed Fee:	\$	*
		Total CPFF:	\$	*

0006	DATA per Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423, per the Task Orders issued hereunder.	1	LO	NSP	
0007	<u>Third Option Period:</u> 1 Sept. 2005 to 30 Aug. 2006. SERVICES per the Statement of Work (SOW), Attachment #1, for the Level of Effort in Clause B33.	1	LO		Estimated Cost: \$ _____ * Fixed Fee: \$ _____ * Total CPFF: \$ _____ *
0008	DATA per Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423, per the Task Orders issued hereunder.	1	LO	NSP	

AVAILABLE AWARD TERM CLINS SUBJECT TO AWARD TERM PROVISIONS OF THE CONTRACT

0009	<u>First Award Year:</u> 1 Sept 2006 to 30 Aug. 2007. SERVICES per the Statement of Work (SOW), Attachment #1, for the Level of Effort in Clause B33.	1	LO		Estimated Cost: \$ _____ * Fixed Fee: \$ _____ * Total CPFF: \$ _____ *
0010	DATA per Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423, per the Task Orders issued hereunder.	1	LO	NSP	
0011	<u>Second Award Year:</u> 1 Sept. 2007 to 30 Aug 2008. SERVICES per the Statement of Work (SOW), Attachment #1, for the Level of Effort in Clause B33.	1	LO		Estimated Cost: \$ _____ * Fixed Fee: \$ _____ * Total CPFF: \$ _____ *
0012	DATA per Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423, per the Task Orders issued hereunder.	1	LO	NSP	
0013	<u>Third Award Year:</u> 1 Sept. 2008 to 30 Aug. 2009. SERVICES per the Statement of Work (SOW), Attachment #1, for the Level of Effort in Clause B33.	1	LO		Estimated Cost: \$ _____ * Fixed Fee: \$ _____ * Total CPFF: \$ _____ *
0014	DATA per Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423, per the Task Orders issued hereunder.	1	LO	NSP	

* Offeror shall insert amounts.

B29X AWARD TERM

(a) This contract will consist of up to a two (2) year Base Period, followed by three (3) one year Options, followed by three (3) one year Award Terms. It is possible that the total Period of Performance for this contract could reach eight (8) years.

(b) Monitoring of Performance. The contractor's performance will be monitored in accordance with the Award Term Plan (ATP). The Award Term Review Board (ATRB) recommends an award term to the Term Determining Official (TDO) who makes the final decision of the award term based on the contractor's performance during the award term evaluation period.

(c) Award Term Plan (ATP). The evaluation criteria and associated grades are specified in the award term plan. The evaluation periods with the associated award term extensions and performance criteria with associated award term times are also specified in the award term plan.

(d) Modification of Award Term Plan. Bilateral changes may be made to the award term plan at any time during contract performance.

(e) Self-evaluation. The contractor will submit to the Awarding Officer (PCO) within fourteen (14) working days after the end of each award term evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall not exceed 10 pages. This self-evaluation will be considered in the ATRB's evaluation of the contractor's performance during this period. Self-evaluation is to be made in accordance with the ATP.

(f) Award Term Extensions. The contract ordering period may be bilaterally modified to reflect the TDO decision. The total contract ordering period including extension under this clause will not exceed eight (8) years. Further, the Government reserves the right to discontinue the award term feature of this contract at any time. All award term extensions will be implemented by way of a bilateral contract modification.

B33X LEVEL OF EFFORT – IDIQ (OCT 1999)

(a) The total level of effort estimated to be ordered during the potential eight year life of this contract is 1,180,000 man-hours (172,800 Essential personnel hours, plus 1,007,200 of Non-Essential personnel hours) of direct labor including authorized subcontract labor, if any. For evaluation purposes, the level of effort is **NOT** expected to occur evenly over the contract term. (See L40X for expected burn rates to be used for proposal purposes.) The Contractor shall not, under any circumstances, exceed 100% of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

ECRAFT Code	Labor Category Title – Essential Personnel	MAN-HOURS * Contractor Site	MAN-HOURS * Government Site
AN3	ANALYST III	23,040	5,760
ANM2	ANALYST, MANAGEMENT II	23,040	5,760
ANM3	ANALYST, MANAGEMENT III	11,520	2,880
E2	ENGINEER III	23,040	5,760
MANP2	MANAGER, PROGRAM/PROJECT II	23,040	5,760
MANP3	MANAGER, PROGRAM/PROJECT III	23,040	5,760
TECW	TECHNICAL WRITER, SUPERVISORY	11,520	2,880
	TOTAL	138,240	34,560

(* Man-hours for a total potential 8 years of performance)

Non-Essential Personnel: Based on an analysis of the predecessor contracts, the Government estimates that an additional 1,007,200 man-hours of Non-Essential Personnel will be required to support tasking in the SOW. The Government estimate of Non-Essential Labor Categories required to perform this work is as follows:

eCRAFT Code	Non Essential Labor Categories	SCA Category
AN1	ANALYST I	N/A
AN2	ANALYST II	N/A
ANCS2	ANALYST, COMPUTER SYSTEMS II	N/A
ANFS	ANALYST, FINANCIAL SYSTEMS	N/A
ANM1	ANALYST, MANAGEMENT I	N/A
E1	ENGINEER I	N/A
E2	ENGINEER II	N/A
LOG1	LOGISTICIAN I	N/A
LOG2	LOGISTICIAN II	N/A
01611	WORD PROCESSOR I	01611
01612	WORD PROCESSOR II	01612
01613	WORD PROCESSOR III	01613
03073	COMPUTER PROGRAMMER III	03073
13041	ILLUSTRATOR I	13041
13042	ILLUSTRATOR II	13042
29062	DRAFTER II	29062
29150	ARTIST, GRAPHIC	29150
29480	TECHNICAL WRITER	29480

(b) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether the order is fully funded, applies independently to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(c) In the event that less than 100% of the established level of effort of the basic contract is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, of the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals 100% of the established Level of Effort; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Task Orders.

(1) An estimated level of effort shall be established for each completion form task order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the task order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement.

(2) Within thirty days after completion of the work under each completion form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The Contractor's estimate of the total allowable cost incurred under the task order; and

(ii) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(e) Term Form Task Orders.

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

- (i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed 75% of the level of effort established for that order; or
- (ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only, i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer.

(2) In performing term form task orders, the Contractor may use any combination of hours of the labor categories listed in the task order.

(3) Within thirty days after completion of the work under each term form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

- (i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule.
- (ii) The Contractor's estimate of the total allowable cost incurred under the task order; and
- (iii) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(4) In the event that less than 100% of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

- (i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals 100% of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or
- (ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the established Level of Effort (or the fee bearing portion of the last upward revision).

(5) In the event that the expended level of effort of a term order exceeds the established level of effort by 10% or less, but does not exceed the estimated cost of the order; the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (e)(1) above. This understanding does not supersede or change subsection (e)(1) above, whereby the Contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

B40 OPTION FOR INCREASED QUANTITIES

(a) The increased quantity of supplies or services available under the option clause herein shall be three one-year option periods (CLINs 0003 through 0008).

(b) Such option shall be exercised as follows:

<u>CLIN</u>	<u>EXERCISED</u>
0003/0004	On or before 01 September 2003
0005/0006	On or before 01 September 2004
0007/0008	On or before 01 September 2005

B52 PAYMENT OF FIXED FEE - IDIQ

(a) The fixed fee specified in Section B of this contract represents the maximum fee that shall be paid under this contract. This fee shall be paid, subject to any adjustment required by other provisions of this contract, in installments at the time of each provisional payment for reimbursement of allowable cost. This clause addresses payment of fixed fee for both term and completion form task orders.

(b) A fixed fee shall be established for each task order issued under this contract. The fixed fee established shall be in direct ratio to the total contract fixed fee as the level of effort (direct man-hours) established in the task order is to the total contract level of effort (direct man-hours). The amount of each installment payment of fixed fee shall be in direct ratio of the total contract fixed fee as the net direct labor hours expended during the period is to the total contract level of effort (direct man-hours).

(c) Completion Orders. The Contractor is entitled to the full amount of fixed fee upon the acceptable completion of the task order.

(d) Term Orders. No fee shall be paid under term form orders for hours not performed.

(e) Withholding. As provided in the clause entitled, Fixed Fee (FAR 52.216-8), the Contracting Officer hereby withholds 15% of all fixed fee payable under the contract up to the stated maximum of \$100,000. Invoices submitted under the contract shall indicate fixed fee withheld.

(f) The terms of this clause and of FAR 52.216-8 apply to the total fixed fee specified in Section B of the contract rather than to the individual orders placed hereunder.

SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT**C12 STATEMENT OF WORK - IDIQ**

Services shall be performed in accordance with the Statements of Work which are included in the individual task orders. These Statements of Work detail efforts that fall within the scope of the basic contract Statement of Work, attachment #1.

C16 COST AND PERFORMANCE REPORTING (MAY 2001)

(a) The Contractor agrees to provide the Contractor's Funds and Man-hour Expenditure Report in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System within sixty (60) days after the date of contract award. Failure to comply with this requirement may result in contract termination.

(b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel and other contract charges.

(1) Format. Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft). Paper submittal of the data is permitted for the first 60 days of performance. Address paper submittals to the Contracting Officer's Representative identified in the contract.

(2) Scope and Content.

(i) The Contractor shall identify costs to the individual SLIN if applicable. If pricing is not established at the SLIN level, report to the CLIN.

(ii) The Contractor shall report individual cost elements comprising the total cost of performance for the current cost reporting period.

(3) Submission and Approval.

(i) Submit report at least once per month beginning 30 days after contract award. Approval will be indicated by e-mail notification from eCraft.

(ii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 591.

(c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas. References to costs are meant to be at a summary level. Preparation instructions follow.

(1) Format. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. Report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is encouraged.

(2) Content.

(i) Provide a front cover sheet that indicates the contractor's name and address, the contract number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).

(ii) Report contract schedule status. Describe the progress made against milestones during the reporting period.

(iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart.

(iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions beyond the scope of the contract. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.

(v) Report all trips and significant results.

(vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as emails, telephone conversations, etc.

(vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.

(viii) Report plans for activities during the following reporting period.

(ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(3) Submission and Approval.

(i) Submission. Submit report monthly beginning 30 days after contract award.

(ii) Distribution. Provide one original copy to the Contracting Officer's Representative. Additional copies shall be provided to:

(iii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code __.

(iv) Approval. DD Form 250 is not required. Approval will be indicated via letter of transmittal.

(d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the contracting officer.

C21X PERSONNEL QUALIFICATIONS

(a) Qualifications. The Contractor shall provide personnel having at least the minimum levels of professional/technical experience and education specified for each labor category in Attachment #2, Personnel Qualifications Sheets. Specialized experience shall have been obtained in the areas indicated by the labor qualifications and the Statement of Work.

(b) Workmanship. Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

(c) Job Functions. The functions to be performed by personnel, both Essential and Non-Essential shall reasonably correspond to the title of the Labor Category. For example, design of electrical components may not be performed by an individual listed in the Typist labor category, nor may typist functions be performed by an individual listed in the Electrical Engineer labor category.

C23X FACILITIES

(a) The Contractor shall maintain a liaison office(s) within commuting distance (by surface transportation) of the Naval Undersea Warfare Center Division, Newport. The liaison office(s) shall meet all security requirements and provide controlled access work areas as specified in the attached DD Form 254.

(b) The requirement for maintaining these facilities shall not be construed to mean that the Government will be obliged to pay any direct costs in connection therewith and further, the contractor shall not be entitled to any direct payment (labor, transportation or otherwise) in connection with any personnel set in readiness at, or brought to such facility in preparation for, or in expectation of, work to be performed under the contract. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the contract. This paragraph applies also to any additional facilities which may be necessary during contract performance.

SECTION D PACKAGING AND MARKING

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

MARK FOR: _____

Name Code Telephone No.

(b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).

(c) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport
 Contract, Task Order, and ELIN Numbers
 Report Title
 Date of Report
 Contractor Name (division which generated the report)

D24 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

SECTION E INSPECTION AND ACCEPTANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-5	INSPECTION OF SERVICES - COST REIMBURSEMENT	(APR 1984)

E14 INSPECTION AND ACCEPTANCE OF SERVICES

The Contracting Officer's Representative (COR) or the Alternate COR, as evidenced by a signed Certificate of Final Acceptance (COFA) memorandum, shall perform inspection and acceptance of the services being furnished. The COFA shall be signed only by the COR or Alternate COR designated in clause G17.

SECTION F DELIVERIES OR PERFORMANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP-WORK ORDER - ALT I (APR 1984)	(AUG 1989)
52.247-34	F.O.B. DESTINATION	(NOV 1991)

F18 DELIVERY AT DESTINATION (AUG 1999)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer
 Naval Undersea Warfare Center, Division Newport
 Naval Station Newport, Bldg. 47
 47 Chandler Street
 Newport, RI 02841-1708

F20 PERFORMANCE PERIOD (AUG 2000)

(a) For planning and proposal purposes this contract will become effective on 1 SEPT 2001. The actual effective date shall be established at contract award and will be set forth on the face page of the contract. The ordering period is defined in the clause entitled, Ordering (FAR 52.216-18).

(b) The performance period shall continue until the date specified in the clause entitled, Requirements (FAR 52.216-21), or Indefinite Quantity (FAR 52.216-22), whichever is applicable.

(c) Individual task orders will specify a beginning date and an ending date. Costs incurred prior to the beginning date or after the ending date shall not be directly allowable without the written consent of the Contracting Officer (modification).

F23 DELIVERY OF DATA - IDIQ

Place and time of delivery of data shall be as specified on the DD Form 1423, Contract Data Requirements List (CDRL), supplied with each task order. CDRLs included in the basic contract are representative of data likely to be required during performance. The CDRLs furnished with the individual Task Orders shall control. Any change in the delivery of data must be made by a formal modification to the task order.

F30X PLACE OF PERFORMANCE

(a) Work will be performed at the Contractor's facility or other locations, as required by the statement of work. For indefinite delivery type contracts, the individual task orders may specify locations where work shall be performed. These sites are likely to include, but are not limited to (additional sites may be identified in individual task orders) the following locations: Contractors site, and NUWCDIVNPT.

(b) Sea travel and work aboard Government warships or vessels may be required. The Contractor must obtain boarding authorization from the Commanding Officer prior to boarding any U.S. Naval warship or vessel.

(c) The Contractor is responsible for making all needed arrangements for its personnel. This includes but is not limited to travel reservations, medical examinations, immunization, passports, visas, and security clearances.

F40 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (AUG 1999)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.nslcptsmh.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

F47-023 TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7023) (NOV 1995)**(a) Definitions.**

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by the DoD, or owned by the armed services, at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, together with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of the contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

**F47-024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7024)
(NOV 1995)**

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation of Supplies by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

SECTION G CONTRACT ADMINISTRATION DATA

G1 SUBMISSION OF INVOICES -- COST REIMBURSEMENT (MAY 2001)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four (4) copies, to the contract auditor at the following address: See clause G12, Cognizant DCAA, unless waived by DCAA. If Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this contract, provide duplicate information to eCraft.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report", is not required.

(f) A Certificate of Performance is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract. The Government may indicate final acceptance on DD Form 250 or by other appropriate means such as a Certificate of Final Acceptance.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, costs will be allocated on a first-in first-out basis. For example, invoice ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc.

G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

(d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.

(e) (For Indefinite Delivery contracts only) Ordering Officers are Contracting Officers of the Naval Undersea Warfare Center Division, Newport. However, their authority extends only to the task order which they sign.

(f) The address and telephone number of the Contracting Officer is:

Name: E.M. CANNATA
Address: Commercial Acquisition Department, Building 11
 Naval Undersea Warfare Center Division, Newport
 Code 591
 Simonpietri Drive
 Newport, RI 02841-1708
Telephone: Commercial: (401) 832-1441; DSN: 920-1441
Email: CANNATAEM@NPT.NUWC.NAVY.MIL

G11 CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)

(a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.

(b) **PCO RETAINED FUNCTIONS.** The Procuring Contracting Officer (PCO) retains the administrative functions described in FAR 42.302(a) and listed below. These functions will be accomplished as set forth in the Contract Administration Plan or Contract Administration Master Plan, as applicable, Attachment #4.

- (3) Conduct post-award orientation conferences.
- (40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
- (44) Perform engineering analyses of contractor cost proposals.
- (45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.
- (46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.
- (47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(c) **ACO DELEGATED FUNCTIONS**. The Administrative Contracting Officer (ACO) is delegated the following functions:

- (1) All other functions of FAR 42.302(a) *except* (3), (40), (44), (45), (46), and (47).
 - (2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)
 - (3) The function of FAR 42.302(b)(6).
- (d) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

G12 COGNIZANT DCAA

The cognizant DCAA for this contract is:

Office: * _____
Address: _____

Telephone: _____

* Offerors should fill in the above information, if known.

G14 CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE

The contractor's senior technical representative, point of contact for performance under this contract is:

Name: * _____
Title: _____

Address: _____

Telephone: _____

* Offeror shall fill in the above information.

G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE

The Paying Office will mail payments to:

*

* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

G16 NOTE TO PAYMENT OFFICE - PAYMENTS (AUG 1999)

The Contractor is to be paid in ascending order (with the oldest funds first).

G17 COR APPOINTMENT

(a) The Contracting Officer hereby appoints the following individual as the Contracting Officer's Representative (COR) for this contract:

COR: Name: Code: TBD
Mailing Address: Naval Undersea Warfare Center Division, Newport
 1176 Howell Street
 Building: Room:
 Newport, RI 02841-1708
Telephone: Commercial: (401) 832-; DSN: 920-

(b) The COR is responsible for those specific functions assigned in the Contract Administration Master Plan, or Contract Administration Plan as applicable, Attachment #4.

(c) Alternate COR. In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR.

ALT.COR: Name: Code: TBD
Telephone: Commercial: (401) 832-; DSN: 920-

(d) Only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor unless the PCO or ACO has issued a formal modification.

G19 COR APPOINTMENT (MULTIPLE) (APR 2001)

(a) The contracting Officer hereby appoints the following individual as the Coordinating Contracting Officer's Representative (CCOR) for this contract:

CCOR's Name: _____

Mailing Address: Naval Undersea Warfare Center Division, Newport
 1176 Howell Street
 Code _____ Building _____
 Newport, RI 02841-1708

Telephone: 401-832-_____

(b) The CCOR is the Point-of-Contact (POC) for the contractor for technical matters relating to the basic contract.

(c) The CCOR has overall responsibility for those specific functions assigned in the Contract Administration Plan or Contract Administration Master Plan, as applicable, Attachment #4. All invoices shall be addressed to the CCOR.

(d) Alternate CCOR. In the absence of the CCOR named above, all responsibilities and functions assigned to the CCOR shall be the responsibility of the Alternate CCOR acting on behalf of the CCOR. The Contracting Officer hereby appoints the following individual as the Alternate CCOR.

ALT. CCOR's Name: _____ Code _____

Telephone: 401-832-_____

(e) Individual orders may identify another NUWC employee to function as COR whenever the particular talents and attention of another person are required for proper administration. That COR will be the POC for that order, and shall have such duties as the appointment assigns, which may include acceptance of work on a DD Form 250. In the absence of such identification, the CCOR functions as COR for the order.

(f) Only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor unless the PCO or ACO has issued a formal modification.

G41 LOCAL AND SPONSOR ACRNS (FOR USE WITH INDIVIDUAL TASK ORDERS)

The following information relates to accounting data cited herein:

<u>RCP NUMBER</u>	<u>SPONSOR ACRN</u>	<u>NUWC DIVNPT ACRN</u>	<u>NUWC DIVNPT "I" JOB ORDER</u>
N	AA	A1	
N	AB	A2	
N	AC	A3	

SECTION H SPECIAL CONTRACT REQUIREMENTS**H13X ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505X**

(a) In accordance with FAR 9.505, whereas this contract provides for contractor access to Government planning information and requires contractor input that will be used by the Government in its planning process, the Contractor agrees that it shall not furnish to the United States Government, either as a prime contractor, as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, subsystem or component which is the subject of work under this contract, except that it may, under the circumstances stated in paragraph (e) below, participate in related Integrated Product Teams (IPT's). This prohibition is effective during the term of the contract and extends for a period of one (1) year after the term of this contract.

(b) The Contractor further agrees that its employees, agents or subcontractors shall not disclose to any individual, company or Government representative* any information relating to current or proposed Government budgetary information, acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed under this contract, unless so directed by the Contracting Officer. The Contractor also agrees that it shall promptly notify the Contracting Officer of any attempt by an individual, company or Government representative* to gain access to such information. Such notification shall include the name and organization, if available, of the individual, company or Government representative seeking access to such information.

(c) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(d) Any subcontractor which performs any work relative to this contract shall be subject to this clause. The Contractor shall include these provisions in all subcontracts and shall substitute "subcontractor" for "contractor" where appropriate.

(e) If the contractor is tasked by NUWC to participate in an IPT related to any system, subsystem or component which is the subject of work under this contract, the contractor may participate without the need for any notification to the Contracting Officer. If the contractor is tasked by some other Government office to participate in an IPT related to any system, subsystem or component which is the subject of work under this contract, the contractor may participate without advance approval but shall notify the Contracting Officer within 5 calendar days of the request. If the contractor is tasked by a non-Government entity (e.g. another contractor) to participate in an IPT related to any system, subsystem or component which is the subject of work under this contract, the contractor shall not begin work on the IPT task without obtaining authorization from the Contracting Officer of this contract. The contractor shall notify the Contracting Officer of this contract in writing, describing the IPT effort, listing the probable participants, providing a justification for the contractor's participation, and describing the safeguards which will be established to ensure the contractor's objectivity for this contract. Within 15 days of receiving the notification, the Contracting Officer will consider whether the contractor's objectivity will be affected and will issue a determination to the contractor.

(f) The Contractor certifies and warrants that to the best of its knowledge and belief the contractor does not have any organizational conflict of interest as defined in paragraph (a). The contractor shall inform all employees, subcontractors, consultants, and agents involved in the performance of this contract of the provisions of this clause.

(g) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies as provided for under this contract and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of contractor responsibility in future Government acquisitions.

(h) If it is in the best interests of the Government, the prohibitions imposed by this clause may be waived by the contracting officer.

* Government Representative is defined as any Government employee, either military or civilian, not directly involved in the effort to be performed under this contract.

H14 ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4

(a) In accordance with FAR 9.505-4, whereas the statement of work for this contract requires access to proprietary data of other companies the Contractor must agree with the other companies to (1) protect their information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. The Contractor agrees to furnish copies of such agreements to the Contracting Officer before accepting possession of such data. The Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively.

(b) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(c) The Contractor shall, within 15 days after the effective date of this contract, provide a written certification to the Contracting Officer that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause.

(d) Any subcontractor which performs any work relative to this contract shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The prohibitions imposed by this clause may be waived by the Contracting Officer.

(f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies as provided for under this contract and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

(g) The Government may administratively modify the contract to list agreements between the Contractor and third parties into the contract.

H21 LIABILITY INSURANCE

The following types of insurance are required in accordance with the clause entitled, Insurance - Liability To Third Persons (FAR 52.228-7), and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H23 YEAR 2000 WARRANTY – INFORMATION TECHNOLOGY

(a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.

(b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this contract, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) This warranty shall expire on 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

H28X MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the clause entitled, Indefinite Quantity (FAR 52.216-22), the contract minimum quantity is a total of \$2,500.00 worth of orders. The contract maximum quantity is the total number of hours of effort specified in Section B. For the purpose of calculating the expenditure of hours in relation to the maximum quantity, the total hours expended shall be the sum of (1) the total number of hours ordered under all term form orders and (2) the total number of hours of estimated level of effort established under all completion form orders.

H100X PREDESSOR CONTRACT HISTORY

This solicitation and resulting contract consolidate into one SOW, work that has been performed for NUWC under the following contracts:

Single Awards:

N66604-97-D-0851 with Systems Resource Management, Inc.

N66604-98-D-5384 with Aquidneck Management Associated, LTD.

N66604-97-D-0538 with Aquidneck Management Associated, LTD.

N66604-95-D-0069 with Signal Corp.

Multiple Awards:

N66604-99-D-606A with Aquidneck Management Associated, LTD.

N66604-99-D-606B with McLaughlin Research Corporation

N66604-01-D-191A with Aquidneck Management Associated, LTD.

N66604-01-D-191B with McLaughlin Research Corporation

N66604-01-D-191C with Systems Resource Management, Inc.

Requirements for new work that fall within the scope of these contracts will be ordered under the existing contracts as long as the ordering periods for those contracts remain open. If there is a requirement for new work and the ordering period for the existing contract that covers this specific work has lapsed, an order will be placed under one of the new contracts that results from this RFP.

H40X ESSENTIAL PERSONNEL REQUIREMENTS

(a) Certain skilled experienced professional and/or technical personnel are essential for successful performance of the work required under this contract. These are defined as "Essential Personnel" and are those persons whose Personnel Data Forms (PDFs) were submitted for proposal evaluation purposes.

(b) Essential Personnel will be identified, by name in the contract award document. Changes to this approved Essential Personnel must be approved by the PCO. Any substituted personnel must meet at a minimum the PQS requirements of this solicitation. To confirm that the added/substituted individual meets the requirements of the PQS the PCO may require submission of the proposed individual's resume. The final decision as to the acceptance of the proposed personnel rests with the PCO.

H41X ORDERING UNDER A MULTIPLE AWARD CONTRACT (AUG 2000)

(a) Ordering. The contractor shall furnish supplies or services under this contract at such times as ordered by an Ordering Officer of the Naval Undersea Warfare Center Division, Newport. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purpose of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the Contractor.

(b) Order Form and Content. Orders will be issued on a DD Form 1155 and shall include at least the following:

- (1) Date of order
- (2) Contract and order number
- (3) Appropriation and accounting data
- (4) Description of the services to be performed, including the period of performance, and a description of any end items to be delivered
- (5) Identification as either a term form or completion form order
- (6) For term form orders, the level of effort including the estimated number of hours for each applicable labor category required to perform the order
- (7) For completion form orders, the estimated level of effort
- (8) DD Form 1423, Contract Data Requirements List
- (9) Exact place of pickup or delivery
- (10) The inspecting and accepting codes (as applicable)

(11) The Estimated Cost, the Fixed Fee and the Cost Plus Fixed Fee (CPFF) amount or the Ceiling Price, as applicable

(12) List of Government Furnished Property and the estimated value thereof, if applicable.

(13) DD Form 254 (Contract Security Classification Spec), if applicable

(c) Term or Completion Form Orders. Cost reimbursement orders may be issued on either a Term or Completion form basis as described in FAR 16.306. Fixed Fee for each order shall be established by dividing the estimated number of manhours for the order by the maximum contract hours and multiplying the resulting number by the total fixed fee of the contract. Fixed Fee shall be paid in accordance with the applicable Payment of Fixed Fee clause.

(d) Oral Orders. Oral orders (or modifications to orders) may be placed only as follows. The information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written order on DD Form 1155 within five working days. Unilateral orders cannot be issued orally.

(e) Unilateral Orders. Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the Contractor to perform and any disagreement shall be deemed a dispute within the meaning of the Disputes clause.

(f) Cautionary Note. Nothing stated in an order, in a quote, or in discussions thereto, can modify the basic contract terms or regulations governing this contract. Orders are not advance agreements under FAR 31.109; costs incurred remain subject to the same standards of allowability regardless of whether they were used as a basis for projecting order pricing.

(g) Competition. Each awardee shall be provided a fair opportunity to be considered for each order issued under the contract that is estimated to be in excess of \$2,500 unless the contracting officer determines, in writing, that one of the following exceptions apply:

(1) The agency need for the supplies or services is of such an unusual and compelling urgency that providing a fair opportunity to each awardee would result in unacceptable delays.

(2) Only one contractor is capable of providing the required supplies or services at the level of quality or expertise required, due to the unique or highly specialized nature of the supplies or services.

(3) In the interest of economy and efficiency, as a logical follow-on phase of an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(4) It is necessary to place an order to satisfy a minimum guarantee.

(h) Contractor Selection. In selecting the contractor to perform the order:

(1) Each contractor will be informed of a new RFQ by either phone call or email. The RFQ will be forwarded electronically and will provide the details (work, evaluation factors) of each order.

(2) The contracting officer may use any combination of written proposals and oral presentations appropriate for the particular order.

(3) The contracting officer will consider the offeror's performance (quality of deliverables, cost control, etc.) on orders under this contract.

(4) The contracting officer may consider other factors such as, but not limited to; personnel, cost, management approach, technical approach, facilities, etc. Subfactors will not be identified. Evaluation factors may vary from order to order.

(5) The contracting officer's decision is final and not subject to the Disputes clause of the contract. Complaints will be addressed to the order Ombudsman for this contract.

(i) Ombudsman. The Ombudsman for this contract is:

Mr. Frank Molino
Building 1320, Code 2101
Naval Undersea Warfare Center Division, Newport
Newport, RI 02841

Email: [molino fw@npt.nuwc.navy.mil](mailto:molinofw@npt.nuwc.navy.mil)

Telephone: 401-832-8287; FAX: 401-832-7499

H51 AUTHORIZATION FOR USE OF SUBCONTRACTED LABOR

(a) Authorization to use subcontracted labor consists of two separate and distinct procedures; consent and approval. Subcontracts must meet both the consent and approval requirements of this clause to be considered allowable.

(b) Consent. Consent to subcontract shall be obtained from the Administrative Contracting Officer (ACO) in accordance with the applicable Subcontracts clause incorporated herein.

(c) Approval. The Procuring Contracting Officer's (PCO) approval is required for all subcontracts for direct services, i.e., any labor performed by other than bona-fide employees of the contractor, such as "consultants". The existence of an approved purchasing system does not affect the requirement for PCO approval.

(1) Direct services subcontracts subject to consent requirements. The contractor shall obtain approval by forwarding a request for consent to subcontract to the ACO, via the PCO. The request shall include two copies of the proposed subcontract and a cover letter. The PCO shall review the request for adherence to the contractor's proposal submitted in response to the solicitation that resulted in the basic contract, comment on the source selection and pricing aspects as appropriate, and forward the request to the ACO for final action. The PCO will provide the contractor a copy of the forwarding letter.

(2) Direct services subcontracts not subject to consent requirements. The contractor shall obtain approval by forwarding one copy of all direct services subcontracts not subject to consent requirements to the PCO.

(3) PCO approval is granted to subcontract with the firms listed below. Subcontract direct services shall be provided only by the following companies and to a maximum of the hours shown for each:

<u>* Subcontractors</u>	<u>Manhours</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

* Offerors shall fill in data conforming to their technical and cost proposals.

(4) The contractor shall obtain PCO approval in writing for all additional firms prior to their performance of any direct services under the contract. The contractor shall fully justify why the additional firms are necessary for performance, as well as other matters pertaining to selection and pricing.

H61 GOVERNMENT FURNISHED PROPERTY (GFP)

(a) The Government shall furnish to the Contractor for use in connection with this contract, Government property as follows:

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities made available for contractor's use as identified in Attachment 6*, entitled, Government Property Made Available. The property identified in the attachment shall be made available, free of expense to the Contractor in the quantities and at the times specified in the aforementioned attachment at the following location: * Attachment #6 not included with this solicitation. GFP will be determined and identified on individual task orders.

(2) Government Furnished Information (GFI) as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after contract award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government. All other material required for the performance of this contract shall be furnished by the Contractor. GFP furnished under this contract is for use exclusively under this contract unless specified otherwise in writing by the Contracting Officer.

(c) All Government Property furnished under this contract shall be returned to NUWCDIVNPT at the completion of the contract unless otherwise specified. The Contractor shall immediately advise the Contracting Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

(d) The Government may make available additional GFP for use on individual task orders.

H71 CONTROL OF TECHNICAL DATA

(a) The Contractor shall distribute data items according to the distribution shown on the CDRL, Exhibit A. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Contracting Officer.

(b) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

(1) Naval Undersea Warfare Center Division, Newport

(2) Contract, Task Order, and ELIN Numbers

(3) Report Title

(4) Date of Report

(5) Contractor (division which generated the report)

(c) Release of all technical data is subject to the following documents or appropriate superseding documents:

(1) OPNAV INSTRUCTION 5510.1H

(2) NUWCDIVNPT INSTRUCTION 5570.1E

(3) NUWCDIVNPT INSTRUCTION 5600.1A

H81 TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR subpart 31.2 or 31.3 as applicable.

H83 SERVICE CONTRACT ACT WAGE DETERMINATION

The applicable Service Contract Act Wage Determination by the Secretary of Labor is set forth in Attachment #7.

H92 JURISDICTION OVER DISPUTES APPEALS FOR SECTION 8(a) CONTRACTS

For the purposes of Section 8(d) of the Contract Disputes Act of 1978, Public Law 95-563, the agency board designated as having the jurisdiction to decide appeals from decisions of the Contracting Officer relative to disputes relating to this contract is the Armed Services Board of Contract Appeals.

SECTION I CONTRACT CLAUSES

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	(DEC 1991)
52.202-1	DEFINITIONS	(OCT 1995)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 1997)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER	(DEC 1991)
52.204-2	SECURITY REQUIREMENTS	(AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
252.204-7000	DISCLOSURE OF INFORMATION	(DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(MAR 2000)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)

52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	(NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	(OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	(OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	(OCT 1997)
52.216-7	ALLOWABLE COST AND PAYMENT (MAR 2000)	(MAR 2000)
52.216-8	FIXED FEE	(MAR 1997)
52.216-18	ORDERING para.(a) fill-ins: from EFFECTIVE DATE OF CONTRACT through 21 MONTHS AFTER EFFECTIVE DATE.	(OCT 1995)
52.216-19	ORDER LIMITATIONS para.(a) fill-in: less than \$1,000.00 , para.(b)(1) fill-in: in excess of \$100,000.00 ; para.(b)(2) fill-in: in excess of \$500,000.00 ; para.(b)(3) fill-in: within <u>5</u> days... para.(d) fill-in: within <u>5</u> days...	(OCT 1995)
52.216-22	INDEFINITE QUANTITY para.(d) fill-in: after 24 MONTHS AFTER CONTRACT EFFECTIVE DATE.	(OCT 1995)
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT <u>para (a) fill-ins:</u> within any time in the current/active contract term_; at least _ 60 days <u>para (c) fill-in:</u> shall not exceed 8 years including Award Term periods.	(MAR 2000)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	(JUL 1996)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(OCT 2000)
52.219-14	LIMITATIONS ON SUBCONTRACTING	(DEC 1996)
52.219-18	NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS - ALT A (DFARS 252.219-7010) (JUN 1998) This clause applies only if the provisions of M16-27X (c) are invoked. <u>para (d)(2) fill-ins:</u> The _ will notify the NUWCDIVNPT Contracting Officer	(JUN 1999)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS para.(a) fill-in: <u>\$0.00</u>	(JUL 1990)
52.222-3	CONVICT LABOR	(AUG 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(FEB 1999)
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	(APR 1998)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	(JAN 1999)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	(MAY 1989)
52.223-6	DRUG-FREE WORKPLACE	(JAN 1997)

52.223-14	TOXIC CHEMICAL RELEASE REPORTING	(OCT 2000)
252.223-7004	DRUG-FREE WORK FORCE	(SEP 1988)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	(APR 1993)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	(JUL 2000)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	(MAR 1998)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	(DEC 1991)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(AUG 2000)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(JUN 1992)
52.227-1	AUTHORIZATION AND CONSENT	(JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	(AUG 1996)
52.227-3	PATENT INDEMNITY	(APR 1984)
52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	(APR 1984)
52.227-11	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM)	(JUN 1997)
252.227-7013	RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS	(NOV 1995)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	(JUN 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	(JUN 1995)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS -- COMPUTER SOFTWARE.	(JUN 1995)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	(JUN 1995)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT	(MAR 2000)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	(JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	(SEP 1999)
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	(MAR 1996)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES	(DEC 1991)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	(APR 1984)
52.232-17	INTEREST	(JUN 1996)
52.232-20	LIMITATION OF COST	(APR 1984)
52.232-22	LIMITATION OF FUNDS	(APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS - ALT I (APR 1984)	(JAN 1986)
52.232-25	PROMPT PAYMENT	(JUN 1997)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	(MAY 1999)
52.233-1	DISPUTES	(DEC 1998)
52.233-3	PROTEST AFTER AWARD - ALT I (JUN 1985)	(AUG 1996)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	(APR 1984)
52.237-3	CONTINUITY OF SERVICES	(JAN 1991)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	(APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	(OCT 1995)
52.242-4	CERTIFICATION OF INDIRECT COSTS	(JAN 1997)
52.242-13	BANKRUPTCY	(JUL 1995)
252.242-7000	POSTAWARD CONFERENCE	(DEC 1991)
52.243-2	CHANGES - COST REIMBURSEMENT	(AUG 1987)
52.244-2	SUBCONTRACTS – ALT I (AUG 1998)	(AUG 1998)
52.244-5	COMPETITION IN SUBCONTRACTING	(DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(APR 1998)

252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(MAR 2000)
52.245-5	GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME AND MATERIAL, OR LABOR-HOUR CONTRACTS) (DEV)	(JAN 1986)
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	(APR 1984)
52.246-25	LIMITATION OF LIABILITY - SERVICES	(FEB 1997)
252.246-7001	WARRANTY OF DATA	(DEC 1991)
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	(APR 1984)
	para.(a) fill-in: Naval Undersea Warfare Center, Division Newport	
	para.(b) fill-in: Naval Undersea Warfare Center, Division Newport	
	para (b) fill-in: contacting the office identified in block 12 of the SF 1447.	
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
52.248-1	VALUE ENGINEERING	(FEB 2000)
52.249-6	TERMINATION (COST REIMBURSEMENT)	(SEP 1996)
52.249-14	EXCUSABLE DELAYS	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

II9-12 SPECIAL 8(a) SUBCONTRACT CONDITIONS (FAR 52.219-12) (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No. _ with the Naval Undersea Warfare Center Division, Newport to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The _, hereafter referred to as the subcontractor, agrees and acknowledges as follows:

- (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. _ for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
- (2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the Naval Undersea Warfare Center Division, Newport with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.
- (3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the Naval Undersea Warfare Center Division, Newport.
- (4) That it will notify the Naval Undersea Warfare Center Division, Newport Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the appropriate payment office of the U.S. Navy.

I52-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

SECTION J LIST OF ATTACHMENTS

J11 LIST OF ATTACHMENTS – IDIQ (DEC 1999)

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
"A"	SAMPLE Data Item Description (DID) Listing	2
<u>ATTACHMENT</u>		
1	Statement of Work	4
2	Personnel Qualifications Sheet	25
3	DD Form 254, Contract Security Specification	2
4	Contract Administration Master Plan (CAMP)	2
5	(This attachment number is intentionally not used.)	-
6	(This attachment number is intentionally not used.)	-
7	Applicable Wage Determinations	8
8	Personnel Data Form	1
9	(This attachment number is intentionally not used.)	-
10	Cost Summary Sheet	1
11	(This attachment number is intentionally not used.)	-
12	Comments in the Interest of Competition	1
13	SF98A, Notice of Intention to Make a Service Contract and Response to Notice	1
14	Award Term Plan	12

**SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR RESPONDENTS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)
252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	(MAR 1998)
252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	(FEB 2000)

K16 PRE-AWARD SYSTEMS APPROVAL DATA

(a) Offerors shall provide data (dates and approving activity etc.) as follows: Explain any disapproval, or approval pending, etc. in the cost proposal.

(1) Accounting System (All contracts other than Firm Fixed Price)

Submitted _____ Approved _____ By _____

Limitations _____

(2) Cost Accounting Standards Disclosure Statement (Large Businesses Only)

Submitted _____ Approved _____ By _____

Latest Revision of CASB

Submitted _____ Approved _____ By _____

Potential Non-Compliances (As notified by ACO)

(3) Purchasing System (See FAR 44.302)

Submitted _____ Approved _____ By _____

(4) Forward Pricing Rate Agreement (If Applicable)

Submitted _____ Approved _____ By _____

(5) Facilities Clearance (Security) (If Required by DD Form 254)

Submitted _____ Approved _____ By _____

(b) Offerors are requested to identify below the cognizant Activities (offices) and provide names and telephone numbers for points of contact at the Defense Contract Audit Agency and the Administrative Contracting Officer (if known).

ACO _____

DCAA _____

(c) Provide the above data for each subcontractor over \$100,000.

K04-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)**(a) Definitions.**

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____ .

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name: _____

TIN: _____

K04-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K09-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

~~(B) Have ☐, have not ☐, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; {stayed}~~

~~(C) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and {stayed}~~

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) ~~(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ☐, has not ☐, within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws —~~

~~(1) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or~~

~~(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or~~

~~(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.~~

~~(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and~~

~~(iii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.~~

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K09-001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (MAR 1998)

(a) Definitions. As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm such as director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

K15-6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [*check applicable box*] to use one or more plants or facilities at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and Address of Owner and
Operator of the Plant or Facility
if other than offeror or respondent

K19-1A SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (OCT 2000) – ALT I (OCT 2000)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _ (insert NAICS code).
- (2) The small business size standard is _ (insert size standard).
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

“Service-disabled veteran-owned small business concern” -

- (1) Means a small business concern -
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) the management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K22-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that-

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports, and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K22-25 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that -

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K47-022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFARS 252.247-7022)
(AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS)	(JUN 1999)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE check one: _____ DX or <u> X </u> DO rated order	(SEP 1990)
52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY	(APR 1991)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(OCT 1997)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	(FEB 1993)
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	(OCT 1997)

L2 OTHER INSTRUCTIONS TO OFFERORS (NOV 1999)

(a) It is the offeror's responsibility to ensure delivery of the proposal to the Bid Depository by the time and date specified on the solicitation form. FAR Provision 52.215-1 provides regulatory guidance concerning the timeliness of bids or proposals. Offerors should read this provision before determining which method of transmittal is appropriate.

(b) Clearly indicate the solicitation number and the closing time and date on the outside of the package containing the offer.

(c) Offerors are cautioned that certain prior approval procedures (e.g., visitor's pass, badging, etc.) must be followed to gain access to the Naval Station Newport. These procedures may cause time delays and are considered part of the responsibility of the offeror.

L3 PRE-AWARD POINT OF CONTACT

(a) The Contract Negotiator assists the Contracting Officer, and is responsible for negotiation of the contract during the pre-award phase. The Contract Negotiator is the preferred point of contact for questions and problem reporting, and should be contacted first for all pre-award matters.

(b) The Contract Negotiator for this contract is:

Name: RAY SMITH (SMITHRD@NPT.NUWC.NAVY.MIL)
Address: Commercial Acquisition Dept., Building 11
Naval Undersea Warfare Center Division, Newport
Code 591
Simonpietri Drive
Newport, RI 02841-1708
Telephone: (401) 832-5939 FAX 401-832-4820

L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

L5 CLAUSES AND PROVISIONS WHICH REQUIRE OFFEROR COMPLETION (MAR 2000)

The following sections may contain the indicated form, clauses, provisions, and attachments which, if included in a solicitation, require offeror completion. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms

SF1447 (Solicitation/Contract). Blocks 11, 13, 15, 21, 22, 27 and the back of the form.

Section B - Supplies/Services and Prices

All Supplies/Services and Prices (only) clauses

Section F - Deliveries or Performance

Place-of-Delivery clauses F10 through F17 (only) and F40

Section G - Contract Administration Data

Clauses G12, G14, and G15

Section H - Special Contract Requirements

Clause H51

Section I - Contract Clauses

Clauses I09-1, I16-2, I16-3, I16-001, I22-48, I23-3, and I23-001

Section K - Representations, Certifications, and Other Statements of Offeror

All required certifications and representations

Section L - Instructions, Conditions, and Notices to Offerors

Clauses L10, L43, and L14-21A

Section M - Evaluation Factors for Award

Clauses M47-51, M47-51A, M47-51B, and M47-51C

Section J - Attachments

No. 2, 5, 8, 10, and 12

L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS

(a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.

(1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.

(2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.

(3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.

(4) In addition to Government sources, items may be available from public libraries and commercial sources.

(b) All NUWC Division, Newport specific forms are attached; see Section J.

L22 NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE

(a) Pursuant to FAR Subpart 9.5, the Contracting Officer has included one or more clauses on organizational conflicts of interest within Section H of this solicitation, to become part of any resultant contract.

(b) The successful contractor will be subject to the restrictions in such clause(s) for the period specified therein.

(c) The specific language of the clauses and the applicability of FAR Subpart 9.5 to this procurement is subject to negotiation prior to submission of best and final offers. Any offeror taking exception to the terms of the clause(s), shall submit proposed revised clause(s) and shall demonstrate in its proposal how the revised clause(s) will protect the Government's interest. State clearly whether the offer is conditioned upon Government approval of the revised clause(s).

L30 SUBMISSION OF PROPOSALS - GENERAL REQUIREMENTS

(a) Submit proposals to the address indicated in block 7 of the SF1447.

(b) Requirements For Proposal Format.

(1) Purpose. This section specifies the format which offerors shall use in their proposals to perform the requirements specified in this Request For Proposal (RFP). The intent is not to restrict the offerors in the

manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes.

(2) Partition. Offerors are required to submit their proposals in two separate parts as follows:

Volume I - Technical Proposal - Include all data and information required for evaluation, and exclude any reference to the pricing aspects of the offer, as noted in the provision entitled "Technical Proposal" in this Section.

Volume II - Cost/Price Proposal - Include the completed solicitation documents and other information as noted in the provision entitled "Cost Proposal" in this Section.

Important Note: Offerors must respond to all requirements of the solicitation document. ***Offerors are cautioned not to alter, disassemble, or punch holes in the solicitation document except for removal of attached forms required to be completed and included in the proposal. Offerors shall not include CLASSIFIED material in the volumes.***

(3) General Format and Markings.

(i) The text of the proposal shall be formatted on 8 1/2 by 11 inch paper with printing on one side only. Pages shall be consecutively numbered. Type size on all except foldout pages shall be 10 point "Times" font or equivalent character size, uncompressed and un-reduced. Foldout pages up to size 11 x 17 inches may be used for diagrams, charts or graphic material with type size(s) left to the discretion of the offeror. The text on all other pages will be single spaced with minimum margins as follows:

Left Hand:	1 inch	Right Hand:	1 inch
Top:	1 inch	Bottom:	1 inch

(ii) The table of contents shall provide sufficient detail so the important elements can be easily located. The use of tabs and dividers is encouraged. The proposal Title Page will include all information required in (iii) below plus identification of copies bearing original authorizing signatures.

(iii) The proposal volumes, **excluding the solicitation document**, shall be in standard three-ring loose-leaf binders which can be easily opened and closed. The proposal binders shall be marked as follows:

- Title of proposal
- Proposal Category (Technical or Cost)
- Volume number
- Security classification
- RFP number
- Name and address of the offeror
- Serial number/copy number

(iv) Data submitted directly to the Government by subcontractors in support of the prime offeror's cost proposal shall follow the above format. In addition it shall prominently identify the prime offeror.

(4) Page Limits and Copies.

<u>IDENTIFICATION</u>	<u>MAXIMUM NO. OF PAGES</u>	<u>COPIES REQUIRED</u>
Volume I Technical	10 (not including: Personnel Qualification Sheets, Personnel Data Forms, Past Performance Attachments, or any required certifications)	4

Volume II Cost

No Limit

2

(c) Requirements For Style.

(1) Each offeror shall submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the RFP. Use of general or vague statements such as "standard procedures will be used" or "good engineering practices" will not satisfy this requirement. Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of understanding or cost consciousness. Elaborate art work, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired.

(2) The offeror shall not repeat information required in the responses in two or more proposal data requirements. Such information shall be presented in detail in the one area of the proposal where it contributes most critically to the discussion of the data requirement. In other areas where discussion of the same information is necessary, the offeror shall refer to the initial discussion and identify its location within his proposal.

(3) The proposal shall contain all the pertinent information in sufficient detail to permit evaluation of the proposal. This shall include cross-referencing for traceability.

L31X TECHNICAL PROPOSAL (JAN 1999)

(a) Organization. In the Technical Proposal provide information and documentation in sufficient detail to clearly identify your overall qualifications. Divide the proposal into the following sections, in the order listed.

- Personnel
- Past Performance
- Facilities

(b) Personnel. In this section provide data concerning the qualifications of the personnel proposed.

(1) Minimum Requirements. Based on procurement history, there does not appear to be a single contractor who is best qualified to cover all the tasks for all Division Newport organizations. However, a successful offer must demonstrate experience in all the task areas identified in the SOW. In order to ensure that the contractor is able to perform a significant portion of this effort, each offeror is required to propose no fewer than the number of Essential individuals identified in the list that follows in paragraph (i). Contractors who provide more than the minimum number of Essential Personnel may, depending on the qualifications, mix, and areas of SOW coverage, receive higher ratings in the personnel evaluation.

(i) **ESSENTIAL PERSONNEL.** Provide at least the minimum number of personnel specified below. The sum of hours proposed must equal the hours shown in Section B for each category.

ECraft Code	Essential Personnel -- Labor Category Title	Minimum Number
AN3	ANALYST III	2
ANM2	ANALYST, MANAGEMENT II	2
ANM3	ANALYST, MANAGEMENT III	1
E3	ENGINEER III	2
MANP2	MANAGER, PROGRAM/PROJECT II	2
MANP3	MANAGER, PROGRAM/PROJECT III	2
TECW	TECHNICAL WRITER, SUPERVISORY	1

(ii) Identify all essential personnel proposed. ALL essential personnel proposed must meet the educational and experience qualifications specified on the Personnel Qualifications Sheet for the labor category in which they are proposed. Qualifications based on presumptions of future education or experience will be rated Unacceptable.

(iii) Identify all proposed essential personnel who are not currently employees of the offeror or proposed subcontractor, or who are proposed to permanently relocate. Provide a statement signed by that person indicating willingness to be hired or relocated if the contract is awarded to the offeror, and specifying compensation.

(iv) **Non-Essential Personnel:** Based upon analysis of the predecessor contracts, the Government estimates that an additional **1,007,200 man-hours** in various Non-Essential Labor Categories will be required. The following is a list of Non-Essential Labor Categories that the Government expects to include in the resulting contract(s) as authorized labor categories.

ECRAFT Code	Non Essential Labor Categories	SCA Category
AN1	ANALYST I	N/A
AN2	ANALYST II	N/A
ANCS2	ANALYST, COMPUTER SYSTEMS II	N/A
ANFS	ANALYST, FINANCIAL SYSTEMS	N/A
ANM1	ANALYST, MANAGEMENT I	N/A
E1	ENGINEER I	N/A
E2	ENGINEER II	N/A
LOG1	LOGISTICIAN I	N/A
LOG2	LOGISTICIAN II	N/A
01611	WORD PROCESSOR I	01611
01612	WORD PROCESSOR II	01612
01613	WORD PROCESSOR III	01613
03073	COMPUTER PROGRAMMER III	03073
13041	ILLUSTRATOR I	13041
13042	ILLUSTRATOR II	13042
29062	DRAFTER II	29062
29150	ARTIST, GRAPHIC	29150
29480	TECHNICAL WRITER	29480

(v) Provide a certification signed by a responsible officer of the corporation that all Non-Essential personnel meet the requirements shown on the Personnel Qualifications Sheets. Non-Essential personnel qualifications need not be documented in the proposal, **PQSS AND PDFs SHOULD NOT BE PROVIDED FOR THESE PROPOSED INDIVIDUALS** but data may be required during negotiations or performance if Non-Essential personnel qualifications are questioned.

(vi) All Essential and Non-Essential personnel must be eligible to obtain appropriate security clearances in the attached DD Form 254.

(2) **Essential Personnel Qualifications Sheet (PQS).** Remove the PQSs for Essential Personnel only (Attachment #2) from the solicitation and complete each form. List all essential personnel proposed for assignment. Identify the number of hours each will work and the corporate entity they represent. Include the completed PQSs in this section of the proposal.

(3) **Personnel Data Form (PDF).** A sample PDF is provided as Attachment #8. Use this form, or one of similar format, to supply the required information as explained below for each individual proposed as Essential

Personnel. Place the PDFs behind the appropriate PQS in the proposal. Individual PDFs shall be limited to three single sided 8.5 x 11 inch pages and are subject to the format and marking requirements of L30(b)(3)(i).

(i) Under "General Information", provide the requested information.

(ii) Under "Education and Professional Experience", provide a brief description of how the proposed individual meets the educational and professional experience requirements of the proposed labor category.

(iii) Under "Specialized Experience", provide a summary of how the proposed individual meets the specialized experience requirements of the proposed labor category.

(iv) Under "Career History", use a resume style format to provide a chronological listing of career history with most recent experience first. Provide a brief narrative description for each career phase or experience and include beginning and ending dates (month and year) for each phase.

(v) Under "Relevant Training", list any relevant training, include dates (month and year)

(c) Past Performance. In a separate attachment, provide information relative to past performance.

(1) Provide a list of all (maximum of 10) contracts and subcontracts with a value exceeding \$100,000 that are currently in process or have been completed during the past two years (do not include delivery or task orders). If the maximum is exceeded, list the 10 most current actions. Contracts listed shall include those entered into with Federal, state or local governments as well as commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for essential personnel. Include the following information for each contract and subcontract:

- Name of contracting activity or commercial firm
 - Contract number
 - Contract type
 - Total contract value
 - Brief narrative (less than 10 lines) describing your involvement in the effort, complexity, objectives achieved, and types of personnel who performed under the contract. List ships or military systems involved, if any. List major subcontractors.
 - Procuring Contracting Officer* and telephone
 - Administrative Contracting Officer*, if different, and telephone
 - Program Manager* or COR and telephone
- *Or non-Government official with similar duties or rank

(2) Describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599. Identify what segment of the company (one division or the entire company) received the award or certification and when it was received. If the award or certification is over three years old, present evidence that the qualifications still apply.

(3) Provide similar past performance data for major subcontractors (those performing more than 25% of the effort).

(d) Facilities. Offerors shall describe the facilities, equipment, software applications, etc. available to support the tasks and produce the documents and presentations described in the Statement of Work. Offerors shall demonstrate that facilities are adequate for contract performance and are located within daily commuting distance of NUWC, Division Newport by surface transportation.

L33X ALTERNATE LABOR CATEGORIES

- (a) If an offeror's cost accounting system provides for direct charging of functions which would not be performed by the Labor Categories established in Section B (e.g., contract administration), the offeror may propose Additional (Non-Essential) Labor Categories (ALC). The hours proposed for any ALC shall be in addition to the hours set forth by the Government and shall be sufficient to perform the contract. The proposed ALC hours should be supported by data regarding the present ratio of ALC labor to other direct labor hours. For Time and Material proposals, offerors shall propose minimum personnel qualifications for the Labor Category.
- (b) If an offeror's cost accounting system provides for indirect charging of functions which would be performed by Non-Essential Labor Categories listed in Section B (e.g. typing), the offeror may propose deletion of the Labor Categories and their associated hours. Essential Labor Categories cannot be deleted.
- (c) Offers proposing alteration of the established schedule shall annotate Section B with "Refer to attached Alternative Labor Schedule." and provide such schedule with their proposals. The attached schedule shall be a binding offer.
- (d) The latitude expressed herein is for the sole purpose of equitably adapting to various means of cost accounting of functions and does not extend to other alterations in Labor Schedule such as skill mixes, qualifications, Line Item structure, term, or divisions regarding overtime, on/off-site rates, subcontracts or other matters.
- (e) All proposed alterations in the Labor Schedule must be consistent with the offeror's Cost Accounting System (and Disclosure Statement if applicable). All proposed alterations are subject to negotiations, and may be rejected by the Government. For purposes of Cost Realism Analysis, the Government may increase the proposed hours at its sole discretion to an amount deemed reasonable to support performance. Proposal of an Alternate Labor Schedule compliant with the above shall not be used as the sole basis for rejection of any offer.

L40X COST PROPOSAL (JAN 2001)

(a) Content of Cost Proposal (Volume II). Offerors shall submit with their cost proposal a completed Cost Summary Sheet, Attachment #10. The offeror should trace cost data from the supporting data and calculations to the Cost Summary Sheet. The offeror shall supply the most currently available rates for direct labor, overhead, general and administrative expense, and any other factors used in developing the proposal. The offeror shall submit any information reasonably required to explain the estimating process, including:

- (1) The judgmental factors applied and the mathematical or other methods used in the estimate;
- (2) Any contingencies used by the offeror in the cost proposal; and
- (3) A copy and/or pertinent excerpts of the offeror's personnel policies pertaining to compensation plan(s) for professional employees including performance appraisal and salary administration procedures, salary grades and ranges, summary of basic benefit programs and relocation policies (See 52.222-46, Evaluation of Compensation for Professional Employees).

Note: In determining a cost realism position for each offeror the Government will use any and all available information.

(b) Labor Costs.

- (1) Essential Personnel: The level of effort hours expenditure rate under this contract is **NOT** expected to occur evenly over the contract term. For evaluation purposes contractors shall propose Essential Personnel in accordance with the following level of effort expenditures:

ESSENTIAL PERSONNEL EXPENDITURE RATES:

Labor Category	Base	Base	Opt. 1	Opt. 2	Opt. 3	Award	Award	Award
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	Yr. 1	Yr. 2				Term 1	Term 2	Term 3
Analyst III	1,390	2,195	3,440	4,355	4,355	4,355	4,355	4,355
Analyst, Management II	1,390	2,195	3,440	4,355	4,355	4,355	4,355	4,355
Analyst, Management III	680	1,100	1,720	2,180	2,180	2,180	2,180	2,180
Engineer II	1,390	2,195	3,440	4,355	4,355	4,355	4,355	4,355
Manager, Administrative IV	680	1,100	1,720	2,180	2,180	2,180	2,180	2,180
Manager, Program/Project II	1,390	2,195	3,440	4,355	4,355	4,355	4,355	4,355
Manager, Program/Project III	680	1,100	1,720	2,180	2,180	2,180	2,180	2,180
Technical Writer, Supervisory	680	1,100	1,720	2,180	2,180	2,180	2,180	2,180
Subtotal by Year	8,280	13,180	20,640	26,140	26,140	26,140	26,140	26,140

Total Essential Hours 172,800

Provide full justification for all essential personnel proposed direct labor rates (unburdened). Provide the current actual hourly wage rate for each essential person proposed. Identify the date as of which the actual wage rate is current. If proposed direct labor rates vary from actual wages of essential personnel, explain the basis for those rates. Trace proposed direct labor rates to proposed individual personnel.

(i) Traceability is required for the Government to determine the cost realism of the offeror's direct labor costs. Normally the Government determines realistic direct labor costs using actual individual wages for essential personnel (unless the offeror invoices category averages) and category average rates for non-essential personnel.

(ii) Offerors must support any proposed escalation factor with convincing rationale: factual data (including actual direct labor rates for at least three years) and complete supporting data and rationale for out-year escalation projections. In the absence of convincing rationale, the Government will use the current Data Resources Inc. (DRI) recommendation for Professional and Technical Workers in evaluating the offer.

(2) Non-Essential Personnel: The level of effort hours expenditure rate under this contract is **NOT** expected to occur evenly over the contract term. For evaluation purposes contractors shall propose using the following estimates (plus applicable indirect costs) for Non-Essential labor.

Non-Essential Personnel Hours:

CLIN	YEAR(S)	NON-ESSENTIAL PERSONNEL HOURS	NON-ESSENTIAL PERSONNEL UNBURDENED COSTS
0001	Award to 30 Aug. 2002	48,220	\$1,012,620
0001	Award to 30 Aug 2003	76,820	\$1,613,220
0003	Third year	120,360	\$2,527,560
0005	Fourth year	152,360	\$3,199,560
0007	Fifth year	152,360	\$3,199,560
0009	Sixth year (1 st Award Term)	152,360	\$3,199,560

	Yr.)		
0011	Seventh year (2 nd Award Term Yr.)	152,360	\$3,199,560
0013	Eighth year (3 rd Award Term Yr.)	<u>152,360</u>	<u>\$3,199,560</u>
	TOTAL HOURS	1,007,200	\$21,151,200

(i) Offerors shall include a Non-Essential labor unburdened cost estimate of \$21,151,200 (based on an estimate of 1,007,200 man-hours, Non-Essential,) over the potential eight years of this contract. (The \$21,151,200 estimate includes DRI annual escalation of 4.00%. Unless a contractor estimates that its company's escalation will be higher than the DRI 4.00%, the \$21,151,200 estimate should be used when preparing contractor proposal for non-essential labor.)

(c) Indirect Costs.

(1) Offerors shall provide data on all indirect rates proposed including beginning and end date of the period covered by the rate and composite rate calculations, if any. Identify clearly the bases to which the rates are applied.

(2) Section B provides a breakout of Essential man-hours by labor category anticipated to be spent at Contractor and Government Sites. For bidding purposes, 80% of the Non-Essential man-hours, 805,760 man-hours will be contractor site hours, and 20% of the Non-Essential man-hours, 201,440 man-hours will be Government site hours. (For bidding purposes the offerors shall not vary from this 80% contractor site, 20% Government site labor distribution.) Offerors that have developed "Off-Site" (Government Site) rates applicable to such circumstances, may apply these rates to the labor costs of appropriate personnel. Other labor costs should be burdened with "On-Site" (Contractor Site) rates.

(d) Material.

(1) Offerors will use the following estimates (plus applicable indirect costs) for material and travel costs. These are total cost estimates for the entire contract. For further definition of costs, see the Statement of Work and the clause in Section H entitled "Travel Costs and Responsibilities". Offerors are required to distribute these sums among subcontractors consistent with their technical proposal. Whenever a subcontractor proposes material costs, the subcontractor must fully burden such costs and these costs must be added to the material estimate. Subcontractor proposals shall include a complete listing of all costs other than labor which are charged direct by their company exclusive of travel costs and purchased material which is incorporated into a deliverable item.

(2) Offerors shall include a Material estimate of \$400,000.00, that includes only those items of purchased material which are incorporated into a deliverable product. Offerors shall provide with their cost proposal a complete listing of all items charged direct other than labor. Each offeror shall provide an estimate of the costs applicable to this procurement for each of the items charged direct and a rationale for each. Any category of direct charge which is listed but for which no costs are estimated must include a scenario under which those costs might be incurred under the proposed contract as well as the rationale for not estimating a cost.

(3) Offerors shall include a Travel estimate of \$400,000.00, that includes travel and subsistence for work at alternative work sites as designated in individual orders under the contract and for allowable local travel per the JTR.

(4) The Government's Cost Realism evaluation of these costs may alter the additional costs on the basis of more accurate rate data or a Government Analysis and Estimate of the appropriate added costs. Any such alteration in the evaluated contract pricing will not, however, be reflected in the contract award.

(5) Any offeror having an accounting system which includes, within overhead or G & A, the cost elements of material and travel/subsistence shall specifically state this fact in the cost proposal. This will preclude these costs from being unduly considered in the Government's cost evaluation.

(6) Subcontracts regardless of dollar value shall be adequately documented to facilitate a determination of cost reasonableness using a Cost Summary Sheet. All requirements for the prime contract cost proposal shall be met by the subcontractor as well. Note that compensation for labor paid to any individual who is not a bona fide employee of the offeror is a subcontract.

L46 ELECTRONIC SUBMISSION OF COST DATA (MAR 2000)

(a) In addition to the requirements for hard copy proposals, offerors are encouraged to provide a summary of their cost proposal on electronic media using the NUWC Division, Newport Cost Analysis Spreadsheet. This will allow more rapid and accurate cost evaluations, diminishing the time between closing and award.

(b) The NUWC Division, Newport Cost Analysis Spreadsheet is available in Microsoft EXCEL 97, for MS-DOS based computers. The spreadsheet is available for download on the Internet at <http://www.npt.nuwc.navy.mil/contract/contract/contacts/analyst.htm>. In addition, copies will be furnished upon request. Requests should be addressed to Commercial Acquisition Department, Building 11; Naval Undersea Warfare Center Division, Newport; Code 591 (P. Simone), Simonpietri Drive; Newport, RI 02841-1708. Requests may be FAXed to (401) 832-4820.

(c) Electronic submission, if prepared, should be included with the offeror's proposal. Cost data may be submitted on other similar programs, but all files must be readable by Microsoft EXCEL 97 without loss of accuracy. Mark diskettes with contractor name and RFP number. Diskettes should be free of viruses and data unrelated to the proposal. Diskettes will not be returned. Subcontractor submittals are encouraged, and may be sent directly to NUWC Division, Newport. Offerors whose cost accounting system does not easily reconcile with the NUWC Division, Newport Cost Analysis Spreadsheet may submit a variant which represents their system.

(d) The Government will limit data access with strict adherence to FAR Part 15.2.

(e) The Government will compare the data on disk with the data in the proposal; differences will be noted in negotiations. Data submitted by the offeror on paper shall take precedence over data on diskette.

L48 NOTICE OF EEO COMPLIANCE EVALUATION

If this solicitation results in an award valued at \$10,000,000 or more, the prospective contractor and its known first-tier subcontractors with subcontracts of \$10,000,000 or more shall be subject to an equal employment opportunity compliance evaluation prior to contract award unless OFCCP has conducted an evaluation and found the offeror to be in compliance within the preceding 24 months.

L11-900 NOTICE TO OFFERORS -- USE OF OZONE DEPLETING SUBSTANCES (NAPS 5252.211-9000) (AUG 1993)

(a) In accordance with section 326 of Pub L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified

Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

L15-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FAR 52.215-1) (FEB 2000)

(a) *Definitions.* As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is

received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –

- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L16-1 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee contract (with both ID/IQ and Award Term provisions) resulting from this solicitation.

L33-2 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _ .

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L52-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1)
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

SECTION M EVALUATION FACTORS FOR AWARD

M35X EVALUATION FOR AWARD - BEST VALUE (MAR 1999)

(a) Award will be made to the responsible offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing the difference in value of technical (non-cost) features of proposals with the difference in the cost to the Government. Offers will be evaluated on each of the following factors:

Personnel

Past Performance

Facilities

Cost

(b) Personnel and Past Performance are equal in importance. The Facilities factor is less important than each of the first two factors. When combined, Personnel, Past Performance, and Facilities are significantly more important than Cost. Although Cost is less important than the other factors in combination, it is important and will be seriously considered. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors, or when it is so significantly high as to diminish the value of the technical superiority to the Government.

(c) Personnel. The Government will evaluate the proposed personnel team to determine how well the team is suited to perform the Statement of Work. Essential Personnel will be evaluated based upon the degree to which proposed essential personnel meet or exceed the requirements set forth in the Personnel Qualification Sheets. Essential Personnel experience will be evaluated based on the degree to which the experience of proposed essential personnel relates to the Statement of Work. Individual Non Essential personnel qualifications will not be evaluated but contractors must meet the certification requirements of L31X(b)(1)(i)(v).

In addition, the Government will consider potential quality or service shortfalls as a result of:

(1) Unrealistically low labor rates or other costs

(2) Unbalanced distribution of uncompensated overtime among skill levels and its use in key technical positions.

(d) Past Performance.

++++++

(d) Past Performance. Past performance will be evaluated as an indicator of the offeror's expected future performance. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance are representative of the types of data that may be considered. The Government may contact points of contact listed in the offeror's proposal for the purpose of obtaining additional past performance information. The number of contacts, if any, will be determined by the Government at its discretion. Selection of contacts may be random.

(1) The Government may consider information concerning the offeror's past performance that is not contained in the proposal. This may include information furnished by points of contact not named in the proposal or information from other sources.

(2) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(e) Facilities. Facilities will be evaluated for their adequacy meeting the requirements of the Statement of Work.

(f) Cost. The Government will evaluate proposed costs by performing a cost realism analysis as described in FAR 15.404-1(d). Material costs will be evaluated using the amounts shown in paragraph (d) of the provision in Section L entitled, Cost Proposal, plus applicable indirect costs.

M16-27X SINGLE OR MULTIPLE AWARDS (FAR 52.216-27) (OCT 1995)

(a) The Government may elect to award a single contract or to award multiple contracts for the same or similar services to two or more sources under this solicitation.

(b) Based on procurement history, there does not appear to be a single contractor who is best qualified to cover all the tasks for all Division Newport organizations. However, a successful offer must demonstrate experience in all the task areas identified in the SOW.

(c) This solicitation is 100% small business set-aside. In its advocacy of Small and Small Disadvantaged business participation, it is the intent of NUWCDIVNPT to award a contract to an 8(a) firm. If, through the selection process previously described in this solicitation, an 8(a) contractor is not selected for award, a second level selection process will be implemented using the criteria of Clause M35X. This selection process will be limited to only 8 (a) firms and FAR clause 52.219-18 applies. If through the selection process previously described in this RFP, an 8(a) contractor is not selected for award, it is the Government's intention to make one additional award to the highest rated responsible 8(a) offeror with a reasonably priced, acceptable offer, if any. If no 8(a) company meets these minimum threshold requirements, the Government reserves the right not to make an 8(a) award. Regardless of how an 8(a) is selected, no preference will be given to 8(a) awardee(s) at the individual task orders level.

SAMPLE
Data Item Description (DID) Listing

<u>DID Number</u>	<u>Title</u>
DI-MISC-80508	Technical Report-Study/Services Project Technical Objectives Report Project Progress Report Project Management Plans Trip Report Project Development Schedule and Cost Report Analysis Report Impact Assessment Report Evaluation Report Program Documentation Draft ILS and IT Plans and Concepts Facility Requirements Documentation Cost and Analysis and Modeling Recommendations Cost Monitoring Approaches Cost Performance Approaches Cost Forecasting and Estimating Approaches Budget Requirement Recommendations Organizational Planning Recommendations Organizational Assessment Report
DI-ADMN-81373	Presentation Material
DI-ADMN-81505	Record of Meeting/Minutes Report
DI-MCCR-80700	Computer Software Product End Items
DI-IPSC-80590A	Computer Program End Item Documentation
DI-MGMT-81117	Technical and Management Work Plan
DI-MGMT-80368	Status Report
DI-MGMT-80004	Management Plan

NOTE: It is anticipated that Distribution Statement “D” will be used.

DD FORM 1423
CONTRACT DATA REQUIREMENTS LIST

BLOCK #16 - ADDENDUM

BLOCK #9: The following information is specifically included in amplification of Block #9, Distribution Statement selected:

Distribution Statement paragraphs are in addition to CLASSIFICATION markings of the data.

DISTRIBUTION STATEMENT B: Distribution authorized to U.S. Government agencies only; Proprietary Information, Administrative/Financial Data; Date Data Generated. Other requests shall be referred to the Naval Undersea Warfare Center, Newport Division, Newport, RI, Code 59.

EXPORT CONTROL WARNING NOTICE:

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22 U.S.C. Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

**STATEMENT OF WORK
MANAGEMENT SUPPORT SERVICES FOR
NAVAL UNDERSEA WARFARE CENTER DIVISION NEWPORT**

1.0 Background

The mission of the Naval Sea Systems Command Naval Undersea Warfare Center Division Newport (NUWC DIVNPT) is to provide research, development, test and evaluation, engineering, and Fleet support for Submarines, Autonomous Underwater Systems, Undersea Offensive and Defensive Weapon Systems and Countermeasures associated with Undersea Warfare. In fulfilling these responsibilities, NUWC DIVNPT requires professional services to support organizational, facilities and program planning and management.

2.0 Scope Of Work

The purpose of this contract is to provide management support services to organizations within NUWC DIVNPT and its detachments. Tasks to be ordered may require all or any facet of the entire range of support, from strategic planning to information gathering and from Division-level requirements to the requirements of individual programs and projects.

2.1 Effect On Existing Contracts

Management support services within the scope of predecessor NUWC DIVNPT contracts, identified in Section H of the contract, in effect during the period of this contract are not included in the scope of this contract until such time as those other existing contracts have been completed. Yearly estimates of work to be ordered under this contract have been adjusted to incorporate those contract requirements as they expire.

3.0 DOD/MIL Standards/Specifications

Government-unique directives and standards will be identified in Task Orders when required for use in the performance of the work ordered. Otherwise, the contractor is encouraged to employ established, generally accepted commercial practices, procedures, and systems where appropriate and beneficial.

4.0 Requirements

Work to be performed under this contract shall be specifically described in task orders to be placed against the contract by the Contracting Officer. The task orders shall be within the scope of one or more of the task descriptions below. The task descriptions are intended to represent all the management support services described in the Scope of Work. Individual task orders under this contract will define specific tasks and deliverables.

4.1 Planning Support

The contractor shall support development, analysis, editing, production, presentation and data management for the following types of documents:

- a. The NUWC DIVNPT Annual Five Year Plan Guidance and Preparation Instructions

- b. Division Headquarters and other Directorate and Department Annual Five Year Plans
- c. The NUWC and NUWCDIVNPT Annual Business Plans
- d. The NUWCDIVNPT Strategic Plan
- e. The NUWCDIVNPT Capital Purchase Program (CPP) Plan
- f. NUWCDIVNPT Facilities Plans
- g. The NUWCDIVNPT Military Construction (MILCON) Plan
- h. NUWCDIVNPT Science & Technology Management Summary
- i. The External Scan

4.2 Strategic/Business Planning:

- a. The contractor shall analyze program, organizational and strategic plans, assess the business/ technological environment and organizational capabilities, and develop recommendations to achieve business and/or technical objectives.
- b. The contractor shall research, identify and analyze external threats, opportunities, policies and initiatives which affect the Division's mission and related business and technology areas, and provide recommendations for action/resolution or further analysis.
- c. The contractor shall document and analyze the processes used to accomplish program and organizational/functional responsibilities. The Contractor shall assess the cost and productivity of processes and by application of benchmarking and other tools, provide recommendations for process improvement and measurement.
- d. The contractor shall design, develop and implement integrated planning and performance systems and processes to support Division mission related programs and initiatives. These systems and processes shall support analysis of project and organizational performance, independent assessments of cost and schedule performance and risk assessment.
- e. The contractor shall organize and analyze external planning information and documents from other Navy Commands in accordance with guidance and schedule provided as GFI. The contractor shall analyze planning information and verify that financial and programmatic trends and forecasts identified through analyses are consistent with source data. The contractor shall edit and condense source information and analyses into high level Navy presentations and prepare narrative and graphic representations of data.

4.3 Program Documentation Support

The contractor shall compile, organize, develop, prepare, edit and analyze program information to include:

- a. Project New Start documentation
- b. Project Work Breakdown Structure (WBS)
- c. Project Master Plans
- d. Project Manager's Notebooks
- e. Cost, Risk, and Performance Management Plans
- f. Environmental Risk Management and Compliance Plans
- g. Integrated Program Summary (IPS)
- h. Mission Needs Statement (MNS)
- i. Operational Requirements Documents (ORD)

- j. Test and Evaluation Master Plan (TEMP)
- k. Program Life Cycle Cost Estimate (PLCCE)
- l. Computer Resources Life Cycle Management Plan (CRLCMP)
- m. Acquisitions Plans
- n. ILS Plans (ILSPs)
- o. Logistic Support Analysis Plans (LSAPs)
- p. Maintenance Plans, Supply Support Plans, Installation Plans
- q. Logistic Requirements
- r. Funding Summaries and other documentation for acquisition program milestone reviews
- s. Engineering Management Plans
- t. Science and Technology (S&T) proposals, reports, bulletins, and technical papers
- u. Technical articles, briefs, presentations and manuals

4.4 Financial Management Support

The contractor shall design, develop, implement and employ processes and systems for modeling, estimating, tracking and analyzing project and organizational resource and financing requirements. The contractor shall perform cost analyses and provide data and recommendations to support cost-benefit analyses, cost/schedule/technical trade-offs, risk assessments and other financial management processes.

4.5 Production Management Support

The contractor shall develop production management information systems to provide Project Managers with the capability to independently monitor the progress of production, conduct periodic production reviews, and track the status of production-related action items.

4.6 Information Technology (IT) Systems Management Support

- a. System Documentation Support: The contractor shall compile, organize, develop, prepare and analyze IT system information required for Intermediate and Permanent Accreditation of new/existing systems and facilities, laboratory facilities, and other IT facilities to include: Site Security Surveys, IT Security Plans and Procedures, Risk Assessments, Test and Evaluation (ST&E) Plans, and Contingency Plans.
- b. Database Management Support: The contractor shall establish and/or maintain already existing engineering, management and planning databases for the purpose of archiving and retrieving data. The contractor shall devise automated reporting processes to address specific program and organizational requirements.

4.7 Facility Management and Documentation Support

The contractor shall prepare prototype facility layouts/site preparation and production engineering sketches. Sketches shall be developed from government furnished engineering sketches and data. These sketches may be mechanical, electrical/electronic, piping/structural and/or descriptive of test and experiment configurations. The contractor shall also maintain database systems that track facility specifications and departmental requirements. The contractor shall compile facilities requirements and site environmental data and develop site evaluation reports for proposed new operational sites. These reports

may include: the geographic identification of proposed site; geological, political, socio-economic considerations; environmental factors that influence site selection and approval; survey and review procedures; survey results and associated charts, graphs, and drawings; and the scheduling of proposed site evaluation activation elements.

4.8 Presentation Support

The contractor shall prepare presentations and maintain libraries containing presentations. These presentations shall be prepared from roughs provided as GFI, in accordance with NUWCDIVNPT guidelines . This task requires completion with no errors, often within less than one hour's time frame. The contractor shall deliver presentation products within quality and time constraints to the Newport site. Updates to the archived presentations shall be developed using NUWCDIVNPT inputs.

4.9 Meeting/Event Support

The contractor shall organize, host, attend and/or facilitate project/program reviews, briefings, symposiums, workshops, seminars and meetings; and transcribe, maintain, and provide minutes for review and distribution by NUWCDIVNPT.

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1066-A12B

Solicitation No. N66604-R-01-2997

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
ANALYST III		AN3	X	
<p><u>Education and Professional Experience:</u></p> <p>Bachelor's degree in a technical or business related discipline with ten (10) years professional experience in Department of Defense (DOD) research, development and acquisition.</p> <p>Or,</p> <p>A Bachelor's degree in any field, combined with ten (10) years U.S. military service (combined active duty and reserve) and ten (10) years professional experience as defined above. Military service and professional experience may have been acquired simultaneously.</p> <p><u>Specialized Experience:</u></p> <p>A total of <u>6</u> years of cumulative specialized experience in U.S. Navy and Undersea Warfare (USW) projects and programs.</p> <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p>				
OFFEROR is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:		28,800		

Requisition No. N66604-1066-A12B

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
ANALYST, MANAGEMENT II		ANM2	X	

Bachelor's level degree in a technical or business related discipline with seven (7) years professional experience in one or more of the following areas: Engineering/science management, operations research analysis, financial/cost analysis or business/management analysis.

A total of 4 years of cumulative specialized experience directly related to the SOW.

[illegible]

Attachment 2

Requisition No. N66604-1066-A12B

Title and Level

Education and Professional Experience:

Bachelor's level degree in a technical or business related discipline with ten (10) years professional experience in engineering/science management, operations research analysis or financial/cost analysis.

Or;

Masters degree in a technical or business related discipline may be substituted for 3 years of professional experience.

Specialized Experience:

A total of 8 years of cumulative specialized experience directly related to the SOW.

The professional and specialized experience requirements above may have been acquired simultaneously.

Name _____

TOTAL MAN-HOURS:	14,400
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Requisition No. N66604-1066-A12B

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
ENGINEER III		E3	X	

The professional and specialized experience requirements above may have been acquired simultaneously.

OFFEROR is to complete information below:

[illegible]

TOTAL MAN-HOURS:	28,800
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Requisition No. N66604-1066-A12B

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
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Education and Professional Experience:

Bachelor's level degree in any technical or managerial discipline with ten (10) years professional experience in DOD program/project management.

Specialized Experience:

A total of 6 years of cumulative specialized experience directly related to the SOW.

The professional and specialized experience requirements above may have been acquired simultaneously.

[illegible]

28,800

Requisition No. N66604-1066-A12B

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
MANAGER, PROGRAM/PROJECT III		MANP3	X	

Bachelor's level degree in any technical or managerial discipline with fifteen (15) years professional experience in DOD program/project management

Specialized Experience:

The professional and specialized experience requirements above may have been acquired simultaneously.

[illegible]

TOTAL MAN-HOURS:	28,800
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PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1066-A12B

Solicitation No. N66604-R-01-2997

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
TECHNICAL WRITER, SUPERVISORY		TECW	X	

Education and Professional Experience:

Bachelor's level degree in any field with three (3) years work related experience in technical writing/editing.

Or,

An Associates degree in any field and an additional four (4) years of professional experience,

Or,

A High School Diploma/GED and relevant U.S. Military training and an additional four (4) years of professional experience,

Or,

A High School Diploma/GED and an additional eight (8) years of professional experience.

Specialized Experience:

Developing, writing and editing reports, memorandums, plans, manuals and other documents for DOD organizations.

EXPECTED CAPABILITIES: Develops, writes and edits material for reports, manuals, briefs, proposals, instructions books, catalogs and related technical and administrative publications concerned with work methods and procedures, and installation, operation, and maintenance of machinery and other equipment. Acts as supervisor to other Technical Writers. Observes production, developmental, and experimental activities to determine operating procedure and detail. Interviews production and engineering personnel and reads journals, reports, and other material to become familiar with product technologies and production methods. Organizes material and completes writing assignment according to set standards regarding order, clarity, conciseness, style, and terminology. Reviews published materials and recommends revisions or changes in scope, format, content, and methods of work and revisions. Edits material prepared by other writers or plant personnel. May specialize in writing material regarding work methods and procedures.

OFFEROR is to complete information below:

Name	Hours	Company and Location

TOTAL MAN-HOURS: 14,400

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1066-A12B

Solicitation No. N66604-R-01-2997

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
ANALYST I		AN1		X
<p><u>Education and Professional Experience:</u></p> <p>Bachelor's level degree in a technical or business related discipline with three (3) years professional experience, Or, An Associates degree in any field and an <u>additional</u> four (4) years of professional experience, Or, A High School Diploma/GED and relevant U.S. Military training and an <u>additional</u> four (4) years of professional experience, Or, A High School Diploma/GED and an <u>additional</u> eight (8) years of professional experience.</p> <p>A Masters degree in a technical or business related discipline may be substituted for (3) years experience.</p> <p><u>Specialized Experience:</u></p> <p>None Specified</p>				

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1066-A12B

Solicitation No. N66604-R-01-2997

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
ANALYST II		AN2		X
<p><u>Education and Professional Experience:</u></p> <p>Bachelor's level degree in a technical or business related discipline with seven (7) years professional experience, Or, An Associates degree in any field and an <u>additional</u> four (4) years of professional experience, Or, A High School Diploma/GED and relevant U.S. Military training and an <u>additional</u> four (4) years of professional experience, Or, A High School Diploma/GED and an <u>additional</u> eight (8) years of professional experience.</p> <p>A Masters degree in a technical or business related discipline may be substituted for (3) years experience.</p> <p><u>Specialized Experience:</u></p> <p>None Specified</p>				

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1066-A12B

Solicitation No. N66604-R-01-2997

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
ANALYST, COMPUTER SYSTEMS II		ANCS2		X
<p><u>Education and Professional Experience:</u></p> <p>Bachelor's level degree in a technical field with seven (7) years of professional experience in systems analysis,</p> <p>Or,</p> <p>An Associates degree in a technical field and an <u>additional</u> four (4) years of professional experience,</p> <p>Or,</p> <p>A High School Diploma/GED and relevant U.S. Military training and an <u>additional</u> four (4) years of professional experience,</p> <p>Or,</p> <p>A High School Diploma/GED and an <u>additional</u> eight (8) years of professional experience.</p> <p>A Masters degree in a technical field may be substituted for (3) years experience.</p> <p><u>Specialized Experience:</u></p> <p>None Specified</p>				

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1066-A12B

Solicitation No. N66604-R-01-2997

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
ANALYST, FINANCIAL SYSTEMS		ANFS		X
<p><u>Education and Professional Experience:</u></p> <p>Bachelor's degree in business, finance, or accounting. Three (3) years of general experience in a related field.</p> <p>Or,</p> <p>An Associates degree in business, finance, or accounting and an <u>additional</u> four (4) years of professional experience,</p> <p>Or,</p> <p>A High School Diploma/GED and relevant U.S. Military training and an <u>additional</u> four (4) years of professional experience,</p> <p>Or,</p> <p>A High School Diploma/GED and an <u>additional</u> eight (8) years of professional experience.</p> <p>A Masters degree in a technical or business field may be substituted for (3) years experience.</p> <p><u>Specialized Experience:</u></p> <p>None Specified</p>				

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1066-A12B

Solicitation No. N66604-R-01-2997

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
ANALYST, MANAGEMENT I		ANM1		X
<p><u>Education and Professional Experience:</u></p> <p>Bachelor's level degree in a technical or business related discipline with three (3) years professional experience in engineering/science management, operations research analysis or financial/cost analysis.</p> <p>Or,</p> <p>An Associates degree in a technical or business related discipline and an <u>additional</u> four (4) years of professional experience,</p> <p>Or,</p> <p>A High School Diploma/GED and relevant U.S. Military training and an <u>additional</u> four (4) years of professional experience,</p> <p>Or,</p> <p>A High School Diploma/GED and an <u>additional</u> eight (8) years of professional experience.</p> <p>A Masters degree in a technical or business field may be substituted for (3) years experience.</p> <p><u>Specialized Experience:</u></p> <p>None Specified</p>				

Requisition No. N66604-1066-A12B

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
ENGINEER I		E1		X
<u>Education and Professional Experience:</u> Bachelor's level degree in an Engineering discipline with no required professional experience.				

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1066-A12B

Solicitation No. N66604-R-01-2997

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
ENGINEER II		E2		X
<p><u>Education and Professional Experience:</u></p> <p>Bachelor's level degree in any engineering discipline with three (3) years professional engineering experience.</p> <p><u>Specialized Experience:</u></p> <p>None Specified</p>				

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1066-A12B

Solicitation No. N66604-R-01-2997

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
LOGISTICIAN I		LOG1		X
<p><u>Education and Professional Experience:</u></p> <p>Bachelor's level degree in any field with three (3) years professional experience in integrated logistics support for U.S. Navy projects and programs,</p> <p>Or,</p> <p>An Associates degree in any field and an <u>additional</u> four (4) years of professional experience,</p> <p>Or,</p> <p>A High School Diploma/GED and relevant U.S. Military training and an <u>additional</u> four (4) years of professional experience,</p> <p>Or,</p> <p>A High School Diploma/GED and an <u>additional</u> eight (8) years of professional experience.</p> <p><u>Specialized Experience:</u></p> <p>None Specified</p>				

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1066-A12B

Solicitation No. N66604-R-01-2997

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
LOGISTICIAN II		LOG2		X
<p><u>Education and Professional Experience:</u></p> <p>Bachelor's level degree in any field with seven (7) years professional experience in integrated logistics support for U.S. Navy projects and programs,</p> <p>Or,</p> <p>An Associates degree in any field and an <u>additional</u> four (4) years of professional experience,</p> <p>Or,</p> <p>A High School Diploma/GED and relevant U.S. Military training and an <u>additional</u> four (4) years of professional experience,</p> <p>Or,</p> <p>A High School Diploma/GED and an <u>additional</u> eight (8) years of professional experience.</p> <p><u>Specialized Experience:</u></p> <p>None Specified</p>				

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1066-A12B

Solicitation No. N66604-R-01-2997

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
WORD PROCESSOR I	01611	01611		X
<p><u>Education and Professional Experience:</u></p> <p>High School/Vocational School diploma or GED Certificate.</p> <p><u>Specialized Experience:</u></p> <p>Experience with various business support software packages including a working knowledge of MS Word and experience with other MS Office components.</p> <p><u>Expected Capabilities:</u></p> <p>Produces a variety of standard documents, such as correspondence, form letters, reports, tables and other printed materials. Work requires skill in typing; a knowledge of grammar, punctuation and spelling; and ability to use reference guides and equipment manuals. Performs familiar, routine assignments following standard procedures. Seeks further instructions for assignments requiring deviations from established procedures.</p>				

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1066-A12B

Solicitation No. N66604-R-01-2997

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
WORD PROCESSOR II	01612	01612		X
<p><u>Education and Professional Experience:</u></p> <p>High School/Vocational School diploma or GED Certificate with one (1) year of work-related experience.</p> <p><u>Specialized Experience:</u></p> <p>Experience with various business support software packages including a working knowledge of MS Word and experience with other MS Office components.</p> <p><u>Expected capabilities:</u></p> <p>Uses a knowledge of varied and advanced functions of one software type, a knowledge of varied functions of different types of software, or a knowledge of specialized or technical terminology to perform such typical duties as:</p> <p>Editing and reformatting written or electronic drafts. Examples include: Correcting function codes; adjusting spacing and formatting; and standardizing headings, margins, and indentations.</p> <p>Transcribing scientific reports, lab analyses, legal proceedings, or similar material from voice tapes or handwritten drafts. Work requires knowledge of specialized, technical or scientific terminology.</p> <p>Work requires familiarity with office terminology and practices; incumbent corrects copy and questions originator of document concerning missing information, improper formatting, or discrepancies in instructions. Supervisor sets priorities and deadlines on continuing assignments, furnishes general instructions for recurring work, and provides specific instructions for new or unique projects. May lead lower level word processors.</p> <p>.</p>				

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1066-A12B

Solicitation No. N66604-R-01-2997

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
WORD PROCESSOR III	01613	01613		X
<p><u>Education and Professional Experience:</u></p> <p>High School/Vocational School diploma or GED Certificate with two (2) years of work-related experience.</p> <p><u>Specialized Experience:</u></p> <p>Experience with various business support software packages including a working knowledge of MS Word and other MS Office components.</p> <p><u>Expected Capabilities:</u></p> <p>Requires both a comprehensive knowledge of word processing software applications and office practices and a high degree of skill in applying software functions to prepare complex and detailed documents. For example, processes complex and lengthy technical reports which include tables, graphs, charts, or multiple columns. Uses either different word processing packages or many different style macros or special command functions. Independently completes assignments and resolves problems.</p>				

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1066-A12B

Solicitation No. N66604-R-01-2997

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
COMPUTER PROGRAMMER III	03073	03073		X
<p><u>Education and Professional Experience:</u></p> <p>Associates degree in a technical field and five (5) years of professional experience.</p> <p>A Bachelors degree in a technical field may be substituted for 3 years of professional experience.</p> <p><u>Specialized Experience:</u></p> <p>None Specified</p> <p><u>Expected Capabilities:</u> As a fully qualified computer programmer, applies standard programming procedures and detailed knowledge of pertinent subject matter in a programming area; a well-defined statistical or scientific problem; or other standardized operation or problem. Works according to approved statements of requirements and detailed specifications. While the data are clear cut, related, and equally available, there may be substantial interrelationships of a variety of records and several varied sequences of formats are usually produced. The programs developed or modified typically are linked to several other programs in that the output of one becomes the input for another. Recognizes probable interactions of other related programs with the assigned program(s) and is familiar with related system software and computer equipment. Solves conventional programming problems. Performs such duties as: develops, modifies, and maintains assigned programs; designs and implements modifications to the interrelation of files and records within program in consultations with higher level staff; monitors the operation of assigned programs and responds to problems by diagnosing and correcting errors in logic and coding; and implements and/or maintains assigned portions of a scientific programming project, applying established scientific programming techniques to well-defined mathematical, statistical, engineering, or other scientific problems usually requiring the translation of mathematical notation into processing logic and code. In addition, may carry out fact-finding and programming analysis of a single activity or routine problem, applying established procedures where the nature of the program, feasibility, computer equipment, and programming language have already been decided. May analyze present performance of the program and take action to correct deficiencies based on discussion with the user and consultation with and approval of the supervisor higher level staff. May assist in the review and analysis of detailed program specification sin program design to meet changes in work processes. Works independently under specified objectives; applies judgement in devising program logic and in selecting and adapting standard programming procedures; resolves problems and deviations according to established practices; and obtains advice where precedents are unclear or not available. May guide or instruct lower level programmers; may supervise technicians and others who assist in specific assignments. Works on complex programs under close direction of higher level staff or supervisor.</p>				

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1066-A12B

Solicitation No. N66604-R-01-2997

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
ILLUSTRATOR I	13041	13041		X
<p><u>Education and Professional Experience:</u></p> <p>Technical School degree in Illustrating, Graphic Arts or Drafting with three (3) years work-related experience,</p> <p>Or,</p> <p>High School Diploma/GED and an additional two (2) years work-related experience.</p> <p><u>Specialized Experience:</u></p> <p>a. Use of current DOD drawing practices,</p> <p>b. Production of camera cover layouts, flip charts, viewgraphs, and slide art,</p> <p>c. Independent planning for layout and preparation of design illustrations and three-dimensional artwork, including exploded, assembled and cut-away views.</p> <p><u>Expected Capabilities:</u></p> <p>Working knowledge of various drawing, illustration, presentation and/or multimedia software packages such as MS PowerPoint, Adobe Illustrator, Adobe Photoshop, Adobe Pagemaker, Corel Draw, Paintshop, Flash, Shockwave, etc. Executes drawings and other visual presentation materials that have been conceived by others and presented in the form of rough sketches. Acquires information about the subject assigned to illustrate and develops a background of subject matter knowledge by carrying out illustrating assignments. Illustrating work assigned does not require prior knowledge about the subject illustrated.</p>				

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1066-A12B

Solicitation No. N66604-R-01-2997

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
ILLUSTRATOR II	13042	13042		X
<p><u>Education and Professional Experience:</u></p> <p>Technical School degree in Illustrating, Graphic Arts or Drafting with five (5) years work-related experience,</p> <p>Or,</p> <p>High School Diploma/GED and an additional two (2) years work-related experience.</p> <p><u>Specialized Experience:</u></p> <p>a. Use of current DOD drawing practices,</p> <p>b. Production of camera cover layouts, flip charts, viewgraphs, and slide art,</p> <p>c. Independent planning for layout and preparation of design illustrations and three-dimensional artwork, including exploded, assembled and cut-away views.</p> <p><u>Expected Capabilities:</u></p> <p>Working knowledge of various drawing, illustration, presentation and/or multimedia software packages such as MS PowerPoint, Adobe Illustrator, Adobe Photoshop, Adobe Pagemaker, Corel Draw, Paintshop, Flash, Shockwave, etc. Executes drawings and other visual presentation materials that have been conceived by others and presented in the form of rough sketches. Acquires information about the subject assigned to illustrate and develops a background of subject matter knowledge by carrying out illustrating assignments. Illustrating work assigned does not require prior knowledge about the subject illustrated.</p>				

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1066-A12B

Solicitation No. N66604-R-01-2997

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
DRAFTER II	29062	29062		X
<p><u>Education and Professional Experience:</u></p> <p>Technical School degree in Drafting, Illustrating or Graphic Arts with three (3) years work related experience.</p> <p>Or,</p> <p>A High School Diploma/GED and an additional two (2) years work related experience.</p> <p><u>Specialized Experience:</u></p> <p>a. Use of current DOD drawing practices.</p> <p>b. Independent planning of methods to portray original designs of various complexity.</p> <p>c. Preparation of electrical, electronic, hydraulic, or mechanical diagrams, drawings, schematics, and plans from component to assembly level.</p> <p><u>Expected Capabilities:</u></p> <p>Prepares various drawings of such units as construction projects or parts and assemblies, including various views, sectional profiles, irregular or reverse curves, hidden lines and small or intricate details. Work requires use of <u>current CAD technologies</u> and drafting techniques and a working knowledge of the terms and procedures of the occupation. Makes arithmetic computations using <u>CAD systems, software programs, calculators and/or</u> standard formulas. Familiar or recurring work is assigned in general terms. Unfamiliar assignments include information on methods, procedures, source of information, and precedents to follow. Simple revisions to existing drawings may be assigned with a verbal explanation of the desired results. More complex revisions are produced from sketches or specifications which clearly depict the desired product.</p>				

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1066-A12B

Solicitation No. N66604-R-01-2997

Title and Level	SCA Category	eCraft Code	Essential	Non-Essential
ARTIST, GRAPHIC	29150	29150		X
<p><u>Education and Professional Experience:</u></p> <p>Technical school or equivalent schooling which demonstrates appropriate education in drafting, technical illustration and graphic arts. A minimum of five (5) years experience in technical area/publication field,</p> <p>Or,</p> <p>A High School Diploma/GED and an additional two (2) years work related experience.</p> <p>A Bachelors degree in an art related field may be substituted for 3 years of experience.</p> <p><u>Specialized Experience:</u></p> <p>Experience in at least two of the following areas:</p> <ul style="list-style-type: none">a. Use of current computer based graphic arts technologies.b. Use of current multimedia technologies.c. Production of graphic analysis results for high level management briefings.				

PERSONNEL QUALIFICATIONS SHEET

Requisition No. N66604-1066-A12B

Solicitation No. N66604-R-01-2997

Title and Level	SCA Category	eCraft Code	Essential	Non Essential
TECHNICAL WRITER	29480	29480		X
<p><u>Education and Professional Experience:</u></p> <p>Technical School degree in any field with three (3) years work related experience in technical writing/editing,</p> <p>Or,</p> <p>High School Diploma/GED and two (2) additional years work related experience in technical writing.</p> <p><u>Specialized Experience:</u></p> <p>Support of DOD projects and programs.</p> <p><u>EXPECTED CAPABILITIES:</u> Develops, writes and edits material for reports, manuals, briefs, proposals, instructions books, catalogs and related technical and administrative publications concerned with work methods and procedures, and installation, operation, and maintenance of machinery and other equipment. Receives assignment from supervisor. Observes production, developmental, and experimental activities to determine operating procedure and detail. Interviews production and engineering personnel and reads journals, reports, and other material to become familiar with product technologies and production methods. Reviews manufacturer's and trade catalogs, drawings and other data relative to operation, maintenance, and service of equipment. Studies blueprints, sketches, drawings, parts lists, specifications, mockups, and product samples to integrate and delineate technology, operating procedure, and production sequence and detail. Organizes material and completes writing assignment according to set standards regarding order, clarity, conciseness, style, and terminology. Reviews published materials and recommends revisions or changes in scope, format, content, and methods of work and revisions. May select photographs, drawings, sketches, diagrams, and charts to illustrate material. May assist in laying out material for publication. May arrange for typing, duplication and distribution of material. May write speeches, articles, and public or employee relations releases. May edit, standardize, or make changes to material prepared by other writers or plant personnel. May specialize in writing material regarding work methods and procedures.</p>				

Department of Defense				1. CLEARANCE AND SAFEGUARDING			
Contract Security Classification Specification <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>							
				a. FACILITY CLEARANCE REQUIRED <div style="text-align: center;">SECRET</div>			
				b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center;">SECRET</div>			
2. THIS SPECIFICATION IS FOR: <i>(x and complete as applicable)</i>				3. THIS SPECIFICATION IS: <i>(x and complete as applicable)</i>			
<input type="checkbox"/>	a. PRIME CONTRACT NUMBER			<input checked="" type="checkbox"/>	a. ORIGINAL <i>(Complete date in all cases)</i>		DATE (YYMMDD) <div style="text-align: center;">010531</div>
<input type="checkbox"/>	b. SUBCONTRACT NUMBER			<input type="checkbox"/>	b. REVISED <i>(Supersedes all previous specs)</i>	REVISION NO.	DATE (YYMMDD)
<input checked="" type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER <div style="text-align: center;">N666041128-A12B</div>	DUE DATE (YYMMDD)		<input type="checkbox"/>	c. FINAL <i>(Complete item 5 in all cases)</i>		DATE (YYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If YES, complete the following: <div style="text-align: center;">SEE BLOCK 14</div> Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.							
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's _____, retention of the identified classified material is authorized for the period of _____							
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>							
a. Name, Address, And Zip Code DD-254 IS FOR BIDDING PURPOSES ONLY ORIGINAL DD254 WILL BE ISSUED UPON CONTRACT AWARD				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
7. SUBCONTRACTOR							
a. Name, Address, And Zip Code				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
8. ACTUAL PERFORMANCE							
a. Location				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT PERFORM A BROAD RANGE OF PROGRAM AND FINANCIAL MANAGEMENT SUPPORT SERVICE TASKS WHICH COVER ALL OF THE PROGRAMS IN THE ENGINEERING, TEST AND EVALUATION DEPARTMENT (ET&E).							
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
A. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. RESTRICTED DATA		<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. RECEIVED CLASSIFIED DOCUMENTS ONLY		<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	C. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. FORMERLY RESTRICTED DATA		<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. INTELLIGENCE INFORMATION:		<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. PERFORM SERVICES ONLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)		<input type="checkbox"/>	<input checked="" type="checkbox"/>	F. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Non-SCI		<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>	<input type="checkbox"/>
F. SPECIAL ACCESS INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	H. REQUIRE A COMSEC ACCOUNT		<input type="checkbox"/>	<input checked="" type="checkbox"/>
G. NATO INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	I. HAVE TEMPEST REQUIREMENTS		<input type="checkbox"/>	<input checked="" type="checkbox"/>
H. FOREIGN GOVERNMENT INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	J. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input type="checkbox"/>	<input checked="" type="checkbox"/>
I. LIMITED DISSEMINATION INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	K. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input type="checkbox"/>	<input checked="" type="checkbox"/>
J. FOR OFFICIAL USE ONLY INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	L. OTHER <i>(Specify)</i>		<input type="checkbox"/>	<input checked="" type="checkbox"/>
K. OTHER <i>(Specify)</i>		<input type="checkbox"/>	<input checked="" type="checkbox"/>			<input type="checkbox"/>	<input checked="" type="checkbox"/>

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

☐ Direct ☐ Through (Specify): NONE AUTHORIZED

Commander, Space and Naval Warfare Systems Command, (Code 00L), Arlington, VA 22245-5200

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) * for review.

In the case of non-DOD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

"THE FOLLOWING SECURITY CLASSIFICATION GUIDES APPLY TO THIS CONTRACT AND WILL BE FORWARDED UPON REQUEST: OPNAVINST 5513.5B ENCLOSURE (3) - ACOUSTIC WARFARE, SUBMARINE; ENCLOSURE (34) - SONAR AND ACOUSTIC WARFARE EXPLORATORY DEVELOPMENT; ENCLOSURE (37) - SUBMARINE WARFARE MATTERS; ENCLOSURE (45) - UNDERWATER TARGETS; ENCLOSURE (77.5) - MK48 ADVANCED CAPABILITY TORPEDO (ADCAP); ENCLOSURE (90.1) - SUBMARINE TECHNOLOGY FOR NEW NUCLEAR POWERED ATTACK SUBMARINES COMMENCING WITH SEAWOLF CLASS (SSN-21); ENCLOSURE (92) - MK 48 TORPEDO; ENCLOSURE (116) - COUNTERMEASURE DETECTION AND CONTROL SET, AN/WLY-1; ENCLOSURE (118) - SONAR RECEIVING SET, AN/WLR-9/12/17; ENCLOSURE (119) - ANTI SUBMARINE WARFARE TRAINING TARGET SYSTEM MK 30 MOD 2; OPNAVINST 5513.10B ENCLOSURE (10) - TEST RANGES AND ENCLOSURE (12) - NAVAL COMPUTER SECURITY. CLASSIFIED AND UNCLASSIFIED TECHNICAL INFORMATION GENERATED UNDER THIS CONTRACT SHALL BE ASSIGNED (CONTRACTING OFFICERS REPRESENTATIVE) FOR INFORMATION ON APPLYING THE CORRECT DISTRIBUTION STATEMENT. CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT SHALL BE MARKED AS FOLLOWS IN ACCORDANCE WITH OPNAVNOTE 5510 DATED OCT 16 1995; DERIVED FROM: (CITE THE SECURITY CLASSIFICATION GUIDE OR SOURCE DOCUMENT) DECLASSIFY ON: (STATE THE DATE OR EVENT WHICH MUST BE LESS THAN 10 YEARS FROM THE ORIGIN DATE OF THE DOCUMENT)FOR DECLASSIFICATION OR STATE THE 10-YEAR AUTOMATIC DECLASSIFICATION EXEMPTION CATEGORY(-ES)). PERSONNEL ACCESSING CLASSIFIED INFORMATION IN THE PERFORMANCE OF THIS CONTRACT NEED ONLY POSSESS A SECURITY CLEARANCE AT THE LEVEL NECESSARY TO ACCOMPLISH THE TASK. THE HIGHEST LEVEL OF CLASSIFICATION FOR THIS CONTRACT IS SECRET. FOR OFFICIAL USE ONLY INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE PLACED IN AN OUT-OF-SIGHT LOCATION IN THE WORK AREA IS ACCESSIBLE TO PERSONS WHO DO NOT HAVE A NEED FOR THE INFORMATION DURING WORKING HOURS. DURING NON-WORKING HOURS. THE INFORMATION SHALL BE STORED TO PRECLUDE UNAUTHORIZED ACCESS. FILING FOUO WITH UNCLASSIFIED RECORDS IN UNLOCKED FILES OR DESKS, IS ADEQUATE WHEN INTERNAL BUILDING SECURITY IS PROVIDED DURING NON WORKING HOURS. WHEN SUCH INTERNAL CONTROL IS NOT EXERCISED, LOCKED BUILDINGS OR ROOMS WILL PROVIDE ADEQUATE AFTER-HOURS PROTECTION OR THE MATERIAL CAN BE STORED IN LOCKED RECEPTACLES SUCH AS FILE CABINETS, DESKS OR BOOKCASES. DESTRUCTION WILL BE BY SAME MEANS AS CLASSIFIED INFORMATION (I.E., SHREDDING, BURNING ETC.).

ESTIMATED COMPLETION DATE

COGNIZANT COTR//PROGRAM MANAGER, NAME, CODE, TEL. NO.

30 SEP 2005

WILLIAM STERBERG, CODE 3131, 401 832-8642

14. ADDITIONAL SECURITY REQUIREMENTS. REQUIREMENTS, IN ADDITION TO ISM REQUIREMENTS, ARE ESTABLISHED FOR THIS CONTRACT. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

☐ YES

☒ NO

LIST OF PREVIOUS CONTRACT:

N66604-97-D-0851 SYSTEMS RESOURCE MANAGEMENT, INC
N66604-09-D-5384 AQUIDNECK MANAGEMENT ASSOCIATED, LTD,
N66604-97-D-0538 AQUIDNECK MANAGEMENT ASSOCIATED, LTD,
N66604-95-D-0069 SIGNAL COR;
N66604-99-D-606A AQUIDNECK MAN. ASSOCIATED, LTD

N66604-99-D-606B MCLAUGHLIN RESEARCH CORP
N66604-01-D-191A AQUIDNECK MAN ASSOC, LTD
N66604-01-D-191B MCLAUGHLIN RESEARCH CORP
N66604-01-D-191C WITH SYSTEMS RESOURCE MAN, INC

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

☐ YES

☒ NO

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

FERN W. LIMA

b. TITLE

SECURITY SPECIALIST

c. TELEPHONE (INCLUDE AREA CODE)

401-832-1934

d. ADDRESS (Include Zip Code):

NAVAL UNDERSEA WARFARE CENTER DIV NEWPORT
1176 HOWELL STREET
NEWPORT, RI 02841-1708

17. REQUIRED DISTRIBUTION



a. CONTRACTOR



b. SUBCONTRACTOR



c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR



d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION



e. ADMINISTRATIVE CONTRACTING OFFICER



f. OTHERS AS NECESSARY

e. SIGNATURE

JA4 CONTRACT ADMINISTRATION MASTER PLAN (CAMP)

Naval Undersea Warfare Center Division, Newport
Contract Administration Master Plan No. 94-1

Subj: CONTRACT ADMINISTRATION MASTER PLAN (CAMP) FOR CONTRACTOR SUPPORT OR
CONTRACTOR ENGINEERING AND TECHNICAL SERVICES

Ref: (a) NAVSUPINST 4330.7 Service Contract Administration

1. This Master Plan covers services that the Procuring Contracting Officer(PCO) determines shall be obtained on a Cost Plus Fixed Fee, Labor Hour, or Time and Material basis which are contracted for with a performance oriented statement of work (SOW). For those actions not covered under this Master Plan, a separate Contract Administration Plan (CAP) will be generated by the PCO. The contract specifications will cover performance of technically complex work which will involve intensive quality assurance surveillance and cost and performance monitoring by technical or engineering specialists within NUWCDIVNPT Technical and Business Departments. Performance of some of the contract administration functions solely by the Defense Contract Management Command (DCMC) is not practical. Therefore, the contract administration functions will be delegated to a Contracting Officer's Representative (COR) to assist the PCO in administration of the subject class of contracts and any delivery orders issued under the contract.

2. Contracting Officer's Representative (COR) duties are detailed in Attachment 1. Only those individuals who have received COR training and possess the requisite technical skills and experience to effectively monitor the subject services will be appointed CORs under this plan. The Commercial Acquisition Department, Code 59, has the responsibility to ensure that personnel appointed as CORs to perform duties in connection with contracts subject to this plan have the necessary qualifications to satisfactorily perform required duties, and are properly monitored to determine they are performing assigned duties. If at any time Code 59 determines assigned duties are not being performed in a satisfactory manner, Code 59 shall take immediate action to advise the respective Department Head so that corrective action (including replacement of personnel, if required) may be taken.

3. A copy of each delegation and rescission of delegation made pursuant to paragraphs 1 and 2 of this plan shall be made a part of the contract files. The Contract must indicate the specific COR responsible for administering services under the particular contract.

4. The PCO shall screen procurement requests for the subject services to determine if they are the type that fall under the provisions of this Master Plan.

COR RESPONSIBILITIES

The COR acts as the representative for the Contracting Officer by performing the following duties:

- a. Monitors contractor performance.
- b. Accomplishes on-site surveillance at NUWCDIVNPT or contractor facility.
- c. Ensures that services remain non-personal in nature.
- d. Ensures that the Contractor performs within the scope of the SOW set forth in the contract or delivery order.
- e. Monitors the use of Government furnished material, property and equipment.
- f. Inspects and accepts or rejects contract services/deliverables and certifies invoices.
- g. Establishes and maintains a standard COR file on assigned contracts/delivery orders.
- h. Notifies the Contracting Officer of any problems in the above areas, and of any anticipated overrun of the estimated or ceiling price of the contract or delivery order.
- i. Provides a written evaluation of contractor performance, via the "Contractor Performance Evaluation Report", to the PCO.
- j. Reviews procurement request prepared by the procurement originator to ensure that it presents a clear description of work to be accomplished and data to be delivered; and reviews or assists the procurement originator in preparing the independent Government estimate of resources (i.e., types and amount of labor, material, travel, etc.) required to perform the work described.

Attachment (1) to CAMP

WAGE DETERMINATION NO: 94-2467 REV (19) AREA: RI STATEWIDE

WAGE DETERMINATION NO: **94-2467** REV (19) AREA: RI ,STATEWIDE
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210

William W.Gross Division of | Wage Determination No.: 1994-2467
Director Wage Determinations | Revision No.: 19
Date Of Last Revision: 05/31/2001

This wage determination applies to the entire state of RHODE ISLAND Excluding the cities and towns in PROVIDENCE county listed below:

PROVIDENCE County: Burrillville, Central Falls, Cumberland, Lincoln, North Smithfield, Pawtucket, Smithfield, and Woonsocket .

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.14
Accounting Clerk II	9.80
Accounting Clerk III	12.44
Accounting Clerk IV	13.21
Court Reporter	11.95
Dispatcher, Motor Vehicle	12.12
Document Preparation Clerk	10.64
Duplicating Machine Operator	10.47
Film/Tape Librarian	10.67
General Clerk I	7.95
General Clerk II	8.84
General Clerk III	10.64
General Clerk IV	12.54
Housing Referral Assistant	14.01
Key Entry Operator I	9.10
Key Entry Operator II	11.53
Messenger (Courier)	7.95
Order Clerk I	9.50
Order Clerk II	11.89
Personnel Assistant (Employment) I	7.67
Personnel Assistant (Employment) II	9.46
Personnel Assistant (Employment) III	11.12
Personnel Assistant (Employment) IV	13.54
Production Control Clerk	14.01
Rental Clerk	11.04
Scheduler, Maintenance	11.04
Secretary I	10.67
Secretary II	11.95
Secretary III	14.01
Secretary IV	16.10
Secretary V	19.70
Service Order Dispatcher	11.04
Stenographer I	9.48
Stenographer II	10.67
Supply Technician	13.10
Survey Worker (Interviewer)	11.95

Switchboard Operator- Receptionist	9.56
Test Examiner	11.28
Test Proctor	11.28
Travel Clerk I	9.13
Travel Clerk II	9.36
Travel Clerk III	9.82
Word Processor I	9.65
Word Processor II	11.30
Word Processor III	12.68
Automatic Data Processing Occupations	
Computer Data Librarian	10.25
Computer Operator I	10.25
Computer Operator II	11.47
Computer Operator III	14.41
Computer Operator IV	17.24
Computer Operator V	19.10
Computer Programmer I (1)	13.11
Computer Programmer II (1)	15.05
Computer Programmer III (1)	19.57
Computer Programmer IV (1)	23.55
Computer Systems Analyst I (1)	20.75
Computer Systems Analyst II (1)	24.00
Computer Systems Analyst III (1)	26.42
Peripheral Equipment Operator	10.25
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	17.31
Automotive Glass Installer	15.92
Automotive Worker	15.92
Electrician, Automotive	16.61
Mobile Equipment Servicer	14.71
Motor Equipment Metal Mechanic	17.31
Motor Equipment Metal Worker	15.92
Motor Vehicle Mechanic	17.31
Motor Vehicle Mechanic Helper	13.85
Motor Vehicle Upholstery Worker	15.22
Motor Vehicle Wrecker	15.92
Painter, Automotive	16.61
Radiator Repair Specialist	15.92
Tire Repairer	14.71
Transmission Repair Specialist	17.30
Food Preparation and Service Occupations	
Baker	10.34
Cook I	9.48
Cook II	10.34
Dishwasher	7.59
Food Service Worker	7.59
Meat Cutter	10.34
Waiter/ Waitress	7.06
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	16.45
Furniture Handler	12.34
Furniture Refinisher	16.45
Furniture Refinisher Helper	13.70
Furniture Repairer, Minor	15.07
Upholsterer	16.45
General Services and Support Occupations	
Cleaner, Vehicles	7.59
Elevator Operator	7.59
Gardener	9.48
House Keeping Aid I	7.02
House Keeping Aid II	7.67
Janitor	7.59

Laborer, Grounds Maintenance	8.06
Maid or Houseman	7.02
Pest Controller	12.17
Refuse Collector	7.59
Tractor Operator	9.02
Window Cleaner	8.06
Health Occupations	
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	8.71
Licensed Practical Nurse II	9.77
Licensed Practical Nurse III	10.93
Medical Assistant	9.77
Medical Laboratory Technician	9.77
Medical Record Clerk	9.77
Medical Record Technician	13.54
Nursing Assistant I	7.10
Nursing Assistant II	7.98
Nursing Assistant III	8.71
Nursing Assistant IV	9.77
Pharmacy Technician	12.19
Phlebotomist	9.77
Registered Nurse I	13.54
Registered Nurse II	16.57
Registered Nurse II, Specialist	16.57
Registered Nurse III	20.05
Registered Nurse III, Anesthetist	20.05
Registered Nurse IV	24.02
Information and Arts Occupations	
Audiovisual Librarian	16.10
Exhibits Specialist I	13.56
Exhibits Specialist II	13.96
Exhibits Specialist III	17.09
Illustrator I	11.31
Illustrator II	17.62
Illustrator III	17.82
Librarian	19.70
Library Technician	11.95
Photographer I	11.31
Photographer II	13.30
Photographer III	17.62
Photographer IV	17.82
Photographer V	19.89
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.07
Counter Attendant	7.07
Dry Cleaner	8.94
Finisher, Flatwork, Machine	7.07
Presser, Hand	7.07
Presser, Machine, Drycleaning	7.07
Presser, Machine, Shirts	7.07
Presser, Machine, Wearing Apparel, Laundry	7.07
Sewing Machine Operator	9.43
Tailor	9.82
Washer, Machine	7.68
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	16.18
Tool and Die Maker	18.36
Material Handling and Packing Occupations	
Forklift Operator	12.21
Fuel Distribution System Operator	12.80
Material Coordinator	13.89

Material Expediter	13.89
Material Handling Laborer	10.17
Order Filler	8.38
Production Line Worker (Food Processing)	12.65
Shipping Packer	11.43
Shipping/Receiving Clerk	11.43
Stock Clerk (Shelf Stocker; Store Worker II)	11.43
Store Worker I	10.73
Tools and Parts Attendant	12.65
Warehouse Specialist	12.65
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	17.13
Aircraft Mechanic Helper	13.70
Aircraft Quality Control Inspector	17.80
Aircraft Servicer	15.07
Aircraft Worker	15.76
Appliance Mechanic	16.45
Bicycle Repairer	14.56
Cable Splicer	17.13
Carpenter, Maintenance	14.56
Carpet Layer	15.76
Electrician, Maintenance	17.81
Electronics Technician, Maintenance I	14.43
Electronics Technician, Maintenance II	15.00
Electronics Technician, Maintenance III	15.57
Fabric Worker	15.07
Fire Alarm System Mechanic	17.13
Fire Extinguisher Repairer	14.56
Fuel Distribution System Mechanic	17.13
General Maintenance Worker	15.76
Heating, Refrigeration and Air Conditioning Mechanic	17.13
Heavy Equipment Mechanic	17.13
Heavy Equipment Operator	17.13
Instrument Mechanic	17.13
Laborer	7.59
Locksmith	16.45
Machinery Maintenance Mechanic	16.79
Machinist, Maintenance	16.30
Maintenance Trades Helper	12.19
Millwright	17.13
Office Appliance Repairer	16.85
Painter, Aircraft	16.45
Painter, Maintenance	14.56
Pipefitter, Maintenance	16.79
Plumber, Maintenance	14.56
Pneudraulic Systems Mechanic	17.13
Rigger	17.13
Scale Mechanic	15.76
Sheet-Metal Worker, Maintenance	16.79
Small Engine Mechanic	15.76
Telecommunication Mechanic I	17.13
Telecommunication Mechanic II	17.80
Telephone Lineman	17.13
Welder, Combination, Maintenance	16.79
Well Driller	17.13
Woodcraft Worker	17.13
Woodworker	14.56
Miscellaneous Occupations	
Animal Caretaker	6.66
Carnival Equipment Operator	9.02
Carnival Equipment Repairer	9.48
Carnival Worker	7.59

Cashier	8.88
Desk Clerk	7.37
Embalmer	19.12
Lifeguard	7.37
Mortician	19.12
Park Attendant (Aide)	9.27
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.37
Recreation Specialist	11.48
Recycling Worker	9.02
Sales Clerk	7.37
School Crossing Guard (Crosswalk Attendant)	7.59
Sport Official	7.37
Survey Party Chief (Chief of Party)	8.04
Surveying Aide	6.39
Surveying Technician (Instr. Person/Surveyor Asst./ Instr.)	8.52
Swimming Pool Operator	10.34
Vending Machine Attendant	9.02
Vending Machine Repairer	10.34
Vending Machine Repairer Helper	9.02
Personal Needs Occupations	
Child Care Attendant	7.37
Child Care Center Clerk	8.28
Chore Aid	7.02
Homemaker	11.48
Plant and System Operation Occupations	
Boiler Tender	17.13
Sewage Plant Operator	16.45
Stationary Engineer	17.13
Ventilation Equipment Tender	13.70
Water Treatment Plant Operator	16.45
Protective Service Occupations	
Alarm Monitor	9.32
Corrections Officer	17.69
Court Security Officer	18.24
Detention Officer	17.69
Firefighter	18.18
Guard I	7.02
Guard II	9.32
Police Officer	22.29
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	14.50
Hatch Tender	14.50
Line Handler	14.50
Stevedore I	13.89
Stevedore II	15.11
Technical Occupations	
Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
Air Traffic Control Specialist, Terminal (2)	19.79
Archeological Technician I	10.08
Archeological Technician II	11.27
Archeological Technician III	13.96
Cartographic Technician	13.96
Civil Engineering Technician	13.96
Computer Based Training (CBT) Specialist/ Instructor	20.75
Drafter I	10.04
Drafter II	13.07
Drafter III	13.56
Drafter IV	13.96
Engineering Technician I	11.16
Engineering Technician II	12.52
Engineering Technician III	14.02

Engineering Technician IV	17.35
Engineering Technician V	20.51
Engineering Technician VI	25.97
Environmental Technician	17.84
Flight Simulator/Instructor (Pilot)	24.00
Graphic Artist	20.75
Instructor	20.75
Laboratory Technician	24.71
Mathematical Technician	17.35
Paralegal/Legal Assistant I	12.89
Paralegal/Legal Assistant II	16.10
Paralegal/Legal Assistant III	17.27
Paralegal/Legal Assistant IV	20.91
Photooptics Technician	17.35
Technical Writer	22.91
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57
Unexploded Ordnance (UXO) Technician II	20.05
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	14.41
Weather Observer, Senior (3)	15.05
Weather Observer, Upper Air (3)	14.41
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.06
Parking and Lot Attendant	7.89
Shuttle Bus Driver	9.53
Taxi Driver	11.96
Truckdriver, Heavy Truck	12.26
Truckdriver, Light Truck	9.53
Truckdriver, Medium Truck	9.90
Truckdriver, Tractor- Trailer	17.56

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year : New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan

communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay

for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, dying, mixing, and pressing of sensitive explosives pyrotechnic compositions such as lead azide, black powder and photoflash power. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard. Including working with or in close proximity to explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation and, possibly adjacent employees, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of explosive and incendiary ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is covered under high degree hazard.)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section

4.6 (C)(vi) } When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Sample Personnel Data Form (Offeror may provide a similarly formatted substitute form.)

General Information

Name: _____

Present Employer: _____ Present Location: _____

Labor Category: _____ Years Pertinent Experience: _____

Key Person on Other Contracts? Yes _____ No _____

If Yes, Extent of Commitment _____

Security Clearance: _____

Education and Professional Experience

Education: _____	_____	_____	_____
Degree	Subject	Year	School

Professional Experience: _____

Specialized Experience:

Career History:

Relevant Training:

JA10 COST SUMMARY SHEET

RFP No. _____

Contractor _____ () Subcontractor to _____

MATERIAL

Subcontractor	_____	\$	_____
Subcontractor	_____	\$	_____
Subcontractor	_____	\$	_____
Subcontractor	_____	\$	_____
Interdivisional Transfers	_____	\$	_____
* Travel and Subsistence	_____	\$	_____
* Other Material	_____	\$	_____
** Relocation	_____	\$	_____
** Telephone	_____	\$	_____
** Leases	_____	\$	_____
** Royalties	_____	\$	_____
** Equipment	_____	\$	_____
** Parking	_____	\$	_____
** Cost Center	_____	\$	_____
** Cost Center	_____	\$	_____
** Cost Center	_____	\$	_____
** Cost Center	_____	\$	_____
	FY ____ FY ____ FY ____ FY ____		
Material Handling Rates:	____ % ____ % ____ % ____ %	\$	_____
	Subtotal	\$	_____

LABOR

Labor costs (no Overtime Premium)	\$	_____
Overtime Premium	\$	_____
Effective date of Labor rates	_____	
Annual Escalation	Rate: _____ %	

INDIRECT COSTS	FY ____ FY ____ FY ____ FY ____	
*** Fringe Benefits	Rates: ____ % ____ % ____ % ____ %	\$
*** Overhead	Rates: ____ % ____ % ____ % ____ %	\$
*** Other Indirect	Rates: ____ % ____ % ____ % ____ %	\$
*** Gen. & Admin.	Rates: ____ % ____ % ____ % ____ %	\$
Annual Accounting Period begins:	_____	
Other	_____	\$
FCCM Treasury Rate:	_____ %	\$

Cost Total	\$	_____
Fee	\$	_____
CPFF Total	\$	_____

- * Estimates from provision entitled "Cost Proposal"
- ** See the clause in Section H entitled "Travel and Material Costs"
- *** FY denotes Contractor's fiscal year.
- If rates are too complex to fit, provide schedule.

JA12 COMMENTS IN THE INTEREST OF COMPETITION

The Competition Advocate (CA) of the Naval Undersea Warfare Center (NUWC) Division, Newport is charged with maximizing competition for NUWCDIVNPT procurements. In pursuit of this goal, the CA seeks to ensure that all competitive solicitations are formed in such manner as to not be unduly restrictive, and to be feasibly performed by several competitors.

Parties with suggestions regarding means by which NUWCDIVNPT can increase competition are encouraged to submit letters to:

Naval Undersea Warfare Center Division, Newport
Competition Advocate c/o Code 59, Building 11
Simonpietri Drive
Newport, RI 02841-1708

The CA especially desires information regarding aspects of NUWCDIVNPT solicitations which have influenced firms' decisions not to propose. If suggestions relate to specific solicitations, please include relevant extracts.

Comments requested herein are for planning purposes only; parties wishing to affect current solicitations should contact the Contracting Officer.

Award Term Plan

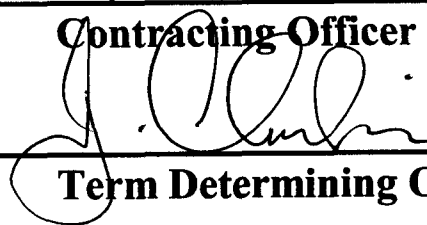
Management Support Services

Solicitation N66604-01-R-2997

Approved:



Contracting Officer



Term Determining Official

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1.0 Introduction

This award term plan is the basis for the Naval Undersea Warfare Center, Division Newport's evaluation of the contractor's performance under a contract resulting from Solicitation N66604-01-R-2997 and for determining if the contractor has earned an Award Term.

This plan describes the award term process structure, defines the roles and responsibilities of the various members of the evaluation team, and establishes evaluation procedures. The procedure for changing this plan is also included, as are specific award term criteria, and an award term evaluation schedule. This plan also identifies the Term Determining Official (TDO) and the members of the Award Term Review Board (ATRB).

It should be noted that this solicitation is the Naval Undersea Warfare Center, Division Newport's first acquisition to include Award Term provisions. It is anticipated that the Award Term Performance Evaluation process will involve a learning curve for both the Government and contractor communities. This plan includes a process for gaining some performance evaluation experience and incorporating any lessons learned into an updated plan prior to commencement of the first evaluation period.

2.0 Award Term Process

Basic Structure

The contract consists of a base period of up to two-years. (This base period will run from contract effective date to 30 Aug. 2003, and may actually be less than two years.) There will be 3 one-year options and up to 3 one-year award terms. An award term determination will be based upon performance monitored over a one-year evaluation period and there may be up to four such evaluation periods, depending upon the contractor's performance. For example, a contractor might fail to earn an award term during the first evaluation period, earn an award term during the second period and subsequently earn the remaining two award terms. A contractor who earns an award term for each of the first three evaluation periods will not be eligible to win any additional award terms and will no longer be subject to performance monitoring under this plan. Nevertheless, other established contract performance monitoring techniques, such as CPARS, will remain in effect.

Performance will be rated using the adjectival scale of: Excellent, Very Good, Satisfactory, Marginal, and Unsatisfactory. Award terms will be granted for evaluation periods with performance rated as Very Good or Excellent.

Performance monitoring for award term determinations will begin in Option Year One. The two year base period will be used to provide award term familiarization training to government and contractor personnel; conduct a mock evaluation, refine the award term process and develop and incorporate lessons learned into this plan.

Additional details concerning the award term process structure are given in the schedule provided as Appendix 2.

Roles and Responsibilities

The award term evaluation team consists of the Term Determining Official (TDO), an Award Term Review Board (ATRB) which consists of a chairperson, the Contracting Officer, a recorder, the Contracting Officers Representative (COR) and other functional area participants and advisor members; and the performance monitors. The TDO and ATRB Members are identified in Appendix 3. Performance Monitors will be identified in individual task orders.

Team member's responsibilities are as follows:

Term Determining Official: The TDO approves the award term plan and any changes. The TDO reviews the recommendations of the ATRB, considers all pertinent data, and determines the earned performance rating for each evaluation period. The TDO appoints the ATRB Chairperson.

Award Term Review Board. ATRB members review performance monitors' evaluation of the contractor's performance, consider all information from pertinent sources, prepare interim performance reports and develop performance rating recommendations for presentation to the TDO. The ATRB may also recommend changes to this plan.

ATRB Recorder: The ATRB Recorder is responsible for coordinating the administrative actions required by the performance monitors, the ATRB and the TDO.

Contracting Officer. The Contracting Officer is the liaison between contractor and Government personnel. The Contracting Officer will modify the contract performance and ordering periods to reflect the implementation of any award term years.

COR The COR coordinates the efforts of the performance monitors and maintains the written records of the contractor's performance so that a fair and accurate evaluation is obtained. The COR coordinates and compiles interim and final evaluation reports as directed by the ATRB.

Performance Monitors The Performance Monitors provide written records of the contractor's performance on their assigned task orders to the COR so that a fair and accurate evaluation is obtained. The Monitors prepare interim and end of period evaluation reports as directed by the ATRB and coordinated by the COR.

Award Term Procedures

a. Performance Monitoring

Performance monitoring will be conducted at both the basic contract and task order levels. Performance monitoring at the basic contract level will be performed by the Contracting Officer with support from the Contract Negotiator and the COR. Performance monitoring at the Task Order level will be conducted continuously by the Performance Monitors with formal reports provided to the COR at the approximate mid point and end point of the task order periods. Task orders exceeding 12 months in length will be reported on at a minimum of every six months. Additional reports will be provided as deemed necessary. All reports will be documented.

b. Evaluation Periods

Each evaluation period will be 12 months in length with an interim evaluation at 6 months.

Interim Evaluation: The ATRB Recorder notifies each ATRB member and performance monitors 30 calendar days before the midpoint of the evaluation period. Performance monitors submit their evaluation reports to the ATRB 15 calendar days after this notification. The ATRB Chairperson determines the interim evaluation results and notifies the contractor of the strengths and weaknesses for the current evaluation period. At this time, the ATRB may also recommend any changes to the award term plan for TDO approval. The Contracting Officer may also issue letters at any other time when it is deemed necessary to highlight areas of Government concern.

End of Period Evaluations: The ATRB Recorder notifies each ATRB member and performance monitor 30 calendar days before the end of the evaluation period. Performance monitors submit their evaluation reports to the ATRB 15 calendar days after the end of the evaluation period. The contractor presents its self-assessment. The ATRB Chairperson prepares the evaluation report and including a performance rating and a recommendation for or against an earned award term. The ATRB Chairperson briefs the evaluation report and recommendation to the TDO. The TDO establishes the final rating and makes the award determination within 30 calendar days after each evaluation period. The TDO letter informs the contractor of the final rating and award term decision.

e. Contractor's Self-Assessment. The contractor's self-evaluation is submitted to the Contracting Officer within 15 calendar days after the end of the evaluation period. This written assessment of the contractor's performance throughout the evaluation period may also contain any information that may be reasonably expected to assist the ATRB in evaluating the contractor's performance. The contractor's self-assessment may not exceed 5 pages.

3.0 Award Term Plan Change Procedure

The TDO may unilaterally change this plan prior to the beginning of an evaluation period. In addition, the contractor may recommend changes to the plan no later than 30 days prior to the beginning of the new evaluation period. The contractor will be notified of changes to the plan by the Contracting Officer, in writing, before the start of the affected evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by the mutual consent of both parties.

If the Contracting Officer does not provide specific notice in writing to the contractor of changes to the evaluation criteria prior to the start of an evaluation period, the same criteria from the preceding period will be used in the next evaluation period. Any changes to evaluation criteria will be made by revising the Evaluation Criteria provide in Appendix.

A1 Evaluation Criteria

Quality: This area of the evaluation will assess the overall quality of the contractor's work including conformance to contract requirements and standards of good workmanship.

- Excellent:** Performance meets contractual requirements and exceeds many. Accomplished with few minor problems for which corrections taken by the contractor were highly effective.
- Very Good:** Performance meets contractual requirements and exceeds some. Accomplished with some minor problems for which corrections taken by the contractor were effective.
- Satisfactory:** Performance meets contractual requirements. Accomplished with some minor problems for which corrections taken by the contractor appear or were satisfactory.
- Marginal:** Performance does not meet some contractual requirements. Performance reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
- Unsatisfactory:** Performance did not meet most contractual requirements and recovery is not likely in a timely manner. Performance contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Schedule: This area of the evaluation will assess the contractor's timeliness measured against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements.

- Excellent:** Performance meets contractual requirements and exceeds many. Accomplished with few minor problems for which corrections taken by the contractor were highly effective.
- Very Good:** Performance meets contractual requirements and exceeds some. Accomplished with some minor problems for which corrections taken by the contractor were effective.
- Satisfactory:** Performance meets contractual requirements. Accomplished with some minor problems for which corrections taken by the contractor appear or were satisfactory.
- Marginal:** Performance does not meet some contractual requirements. Performance reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory: Performance did not meet most contractual requirements and recovery is not likely in a timely manner. Performance contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Cost Control: This area of the evaluation will assess the contractor's effectiveness in forecasting, managing and controlling contract cost.

Excellent: Performance meets contractual requirements and exceeds many. Accomplished with few minor problems for which corrections taken by the contractor were highly effective.

Very Good: Performance meets contractual requirements and exceeds some. Accomplished with some minor problems for which corrections taken by the contractor were effective.

Satisfactory: Performance meets contractual requirements. Accomplished with some minor problems for which corrections taken by the contractor appear or were satisfactory.

Marginal: Performance does not meet some contractual requirements. Performance reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory: Performance did not meet most contractual requirements and recovery is not likely in a timely manner. Performance contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Business Relations: This area of the evaluation will assess the integration and coordination of all activity needed to execute the contract, including problem identification and correction; timeliness; and customer satisfaction.

Excellent: Performance meets contractual requirements and exceeds many. Accomplished with few minor problems for which corrections taken by the contractor were highly effective.

Very Good: Performance meets contractual requirements and exceeds some. Accomplished with some minor problems for which corrections taken by the contractor were effective.

Satisfactory: Performance meets contractual requirements. Accomplished with some minor problems for which corrections taken by the contractor appear or were satisfactory.

Marginal: Performance does not meet some contractual requirements. Performance reflects a serious problem for which the contractor has not

yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory: Performance did not meet most contractual requirements and recovery is not likely in a timely manner. Performance contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Other Areas: This area of the evaluation will assess performance on additional criteria that may be specified in individual task orders.

Excellent: Performance meets contractual requirements and exceeds many. Accomplished with few minor problems for which corrections taken by the contractor were highly effective.

Very Good: Performance meets contractual requirements and exceeds some. Accomplished with some minor problems for which corrections taken by the contractor were effective.

Satisfactory: Performance meets contractual requirements. Accomplished with some minor problems for which corrections taken by the contractor appear or were satisfactory.

Marginal: Performance does not meet some contractual requirements. Performance reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory: Performance did not meet most contractual requirements and recovery is not likely in a timely manner. Performance contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

A2 Evaluation Schedule

Evaluation Period	Award Term Available
1 April 2004 to 30 March 2005	1 Year
1 April 2005 to 30 March 2006	1 Year
1 April 2006 to 30 March 2007	1 Year
1 April 2007 to 30 March 2008	1 Year*

* Note: The total number of award terms available under this contract is three. The 1 April 2007 to 30 March 2008 evaluation period will not apply, and the associated one-year award term will not be available to a contractor that has previously earned three award terms.

The two year base period will be used to provide award term familiarization training to government and contractor personnel, conduct a mock evaluation, refine the award term process, and develop and incorporate lessons learned into this plan.

A3 Term Determining Official (TDO) and Award term Review Board (ATRB)
Membership

Term Determining Official: TBD

Award Term Review Board

Chair: TBD
Contracting Officer: TBD
Recorder: TBD
COR: TBD
Other Members: TBD

Performance Monitors: To be identified by individual task orders